

PURCHASING AUTHORITY NUMBER
(if applicable)

REGISTRATION NUMBER

AGREEMENT NUMBER

20-10825

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Accenture LLP

2. The term of this Agreement is: December 14, 2020 or upon approval, which is later through June 14, 2021

3. The maximum amount of this Agreement is: \$6,912,752
(Six million nine hundred and twelve thousand seven hundred fifty-two)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the California Department of Public Health California Vaccine Management Solution:

EXHIBIT TITLE

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Exhibit 9 Security Operations RACI.....

CDPH CalVax Solicitation 01, in its entirety, incorporated by reference. *

Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.das.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

Department of Technology (CDT),
Statewide Technology Procurement (STP)
Use Only

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

Accenture LLP

CONTRACTOR AUTHORIZED SIGNATURE

Mark Noriega
Mark Noriega (Dec 14, 2020 10:22 PST)

DATE SIGNED

Dec 14, 2020

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark Noriega, State of California Account Lead

ADDRESS

1610 R Street, #240, Sacramento Ca 95811

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Timothy Bow
Timothy Bow (Dec 14, 2020 11:00 PST)

DATE SIGNED

Dec 14, 2020

PRINTED NAME AND TITLE OF PERSON SIGNING

Tim Bow, Procurement Officer – Emergency Operations

CONTRACTING AGENCY ADDRESS

1616 Capital Avenue, Sacramento, CA 95814

California Department of Technology
APPROVED
DATE 12/14/2020
B.M. Flores
B.M. Flores (Dec 14, 2020 11:02 PST)
Signed
Statewide Technology Procurement

☐ EXEMPT PER:

STATEMENT OF WORK - AGILE



California Vaccine Management Solution (CalVax)

California Department of Public Health CDPH

SOLICITATION CDPH CALVAX 01

Exhibit 1 - Statement of Work

Agile Approach

December 14, 2020

1. INTRODUCTION

1.1. PURPOSE

This Statement of Work (SOW) defines the goods and services needed to design, develop, configure, implement and support the California Vaccine Management Solution (CalVax). The SOW also establishes the State's and Contractor's responsibilities for completing these tasks during the term of the Agreement. The Contractor shall adhere to and meet the requirements as set forth in this Agreement.

The purpose of this contract is to implement a solution that includes a full and complete suite of services that provides the functionality to support COVID vaccine distribution statewide and meet CDC and State requirements.

1.2. BACKGROUND

1. Current Environment

While current vaccine management applications supporting publicly purchased vaccines have some functionality to support required processes to distribute COVID vaccine statewide, they do not support all required functions. There is currently no mechanism in place to provide access to local health jurisdictions in order to perform provider enrollment, vaccine allocation, and other vaccine management related functions. The current systems are not flexible and scalable.

This results in:

- Inability for vaccine allocation at the local level
- Lack of reliability
- Lack of adoption and change management issues
- Lack of availability
- Lack of Load Balancing
- Creating M&O challenges

2. Proposed Environment

The State envisions an integrated vaccine management solution which allows for the onboarding of healthcare providers statewide through the completion of federally guided enrollment application process, performs vaccine allocation and distribution processes, supports vaccine re-ordering processes, and vaccine management activities at the state, local and provider level.

The new system results in:

- Seamless user experience for providers for all COVID vaccine management activities
- Ability for vaccine allocation at the local level
- Reliability of the system to respond to thousands of user requests
- Flexibility to respond to changing vaccine supply scenarios and demand
- Integration of key data to support vaccine allocation, distribution, and administration activities

1.3. AGREEMENT TERM

Effective upon approval of CDT, Statewide Technology Procurement (STP), the term of the Contract is six (6) months, with an estimated start date of December 14th 2020 (the “Base Agreement Period”).

The State, at its sole discretion, may exercise its option to execute three (3), one-year extensions to perform maintenance and operations (each a “Mandatory Optional Extension”), for a maximum Contract term of three (3) years and six (6) months. The State will notify Contractor of its intent to execute extension 30 days in advance of executing any extension.

1.4. AMENDMENT

The Agreement may be amended, consistent with the terms and conditions of the Agreement and by mutual consent of both parties, subject to approval by the CDT Statewide Technology Procurement under Public Contract Code (PCC) Section 6611. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved by oversight agencies, if required. No oral understanding not incorporated in the Agreement is binding on any of the parties.

1.5. WORK LOCATION

The Contractor's Key Staff are required to perform all services under this Agreement within the Continental United States.

For project-related activities not occurring at the CDPH Sacramento offices, the Contractor must provide the ability to interact with state staff via virtual tools including Zoom, WebEx or MS Teams. The parties acknowledge that the Contractor shall use its personnel associated with its Global Delivery Network to perform Services ("GDN Services") under this SOW, including personnel located outside of the United States. Such GDN Services will be performed only by the Contractor's personnel assigned and approved to work on the Project. Contractor must make staff available for meetings with the CDPH Sacramento office (via telephone or virtual tools) 8:00 a.m. to 5:00 p.m. PST/PDT during State Business Days. State Business Days are defined as Monday – Friday (8:00 AM – 5:00 PM) excluding State Holidays.

1.6. CONTRACT REPRESENTATIVES

All notices required by, or relating to, this Contract shall be in writing and shall be sent to the parties of the Contract at the address set below unless changed from time to time, in which event each party shall so notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail or e-mailed and directed to the addresses then prevailing.

The Contract Representatives during the term of this Contract will be:

Table 1.0 Contract Representatives

Contract Representatives		
Entity	State of California	Accenture LLP
Name	Noemi Marin	Stacey Zhao-Berry
Title	Staff Services Manager II	Contract Specialist
Address	Division of Communicable Disease Control, Richmond CA	1610 R Street Suite #240 Sacramento Ca 95811
Phone	(510) 620-3157	(415)-537-6083
E-mail	noemi.marin@cdph.ca.gov	stacey.zhao-berry@accenture.com

2. SCOPE OF SERVICES

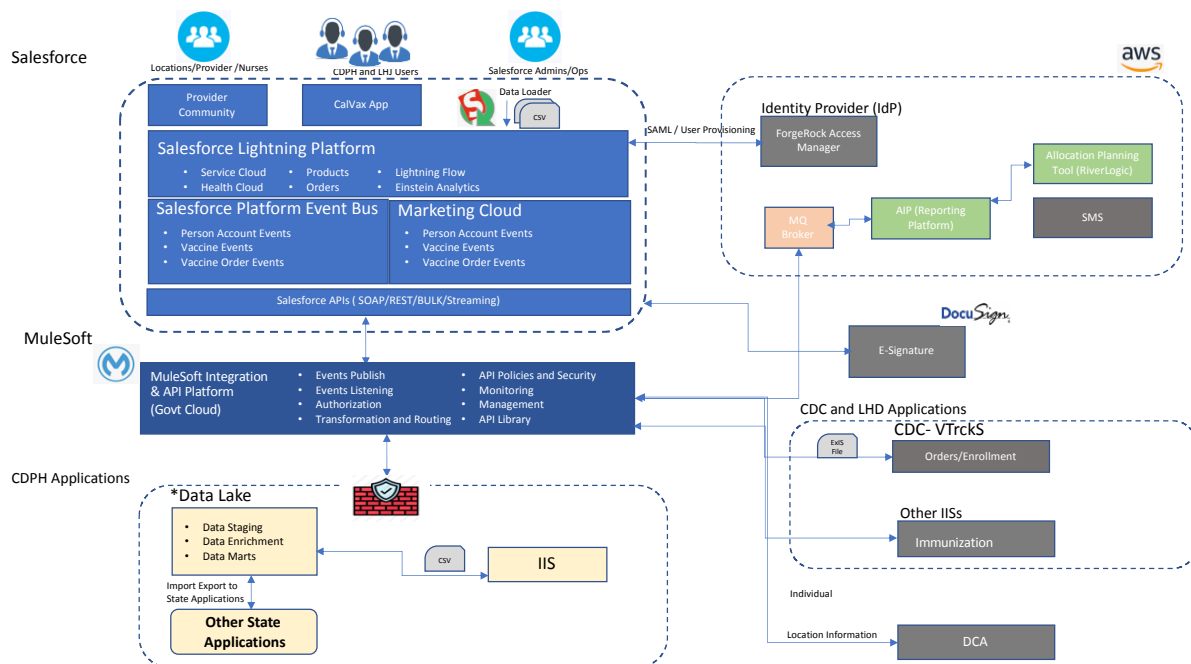
California Vaccine Management Solution (CALVAX) STATEMENT OF WORK

The California Department of Public Health, hereinafter referred to interchangeably as the “State”, has contracted with Accenture, LLP, hereinafter referred to as “Contractor”, for the goods and services described herein. The Contractor agrees to furnish the goods and perform the services as described in this Agreement.

2.1. DESCRIPTION OF PROPOSED NEW SYSTEM OR SERVICE

The State intends to establish a contract with a bidder that provides a CalVax solution. The below Figure 2 represents the entire CalVax solution for the CDPH.

Figure 2: Proposed COVID Registration, Vax Ordering, Vax Administration, and CDC Reporting System



2.2. CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for providing the following workstreams as further detailed in the SOW Sections below (collectively, the “Services” and each a “Workstream”):

- CalVax System Development Workstream
 - CalVax Development Sub-Workstream
 - Training Development and Delivery Sub-Workstream
 - Organization Change Management & Communications Sub-Workstream
- Capacity Support Workstream
 - Program & Project Management Sub-Workstream
 - Help Desk Support Sub-Workstream
 - Security Services Sub-Workstream

In addition, the Contractor shall be responsible for supporting all Contractor-provided System components (including but not limited to environments, software, and required operations) through the Base Agreement Period and any Mandatory Optional Extension exercised by the State. The Contractor responsibilities shall include the following:

The Contractor will:

1. Provide all detailed work products and, where appropriate, use the current CDPH standard software (e.g., MS Office, MS Visio, and MS Project).
2. Provide Agile artifacts such as, but not limited to, user stories, product backlog, sprint backlog etc.
3. Conduct Daily Scrum which should include key contractor staff and state staff.
4. Provide staff resource(s) with appropriate skills to complete each task successfully, within schedule and budget.
5. Have the required resources available during the timeframe of the Contract.
6. Be accountable for tasks, artifacts, work products, and timelines identified in the SOW.
7. Participate in virtual meetings and briefings, as required.
8. Work with CDPH to identify Key Stakeholders and Subject Matter Experts.

9. Review, clarify, and validate all stated requirements.
10. Comply with all applicable State policies and procedures in effect as of the Agreement Effective Date, including, but not limited to, State project management guidelines based on Project Management Body of Knowledge (PMBOK).
11. Provide all required and appropriate documentation regarding system application configuration and/or customization, implementation, and operations.
12. Organize and facilitate requirement sessions and confirm the quality of the requirements that are captured and documented.
13. Ensure project implementation and system configuration activities are consistent with industry best practices, guidelines, and standards.
14. Identify, document, and report issues and risks to the CDPH Project Manager and resolve assigned issues and risks.
15. Submit work products to the CDPH Project Manager to review for completeness and accuracy, ensuring that each work product achieves CDPH approval and acceptance.
16. Develop and provide ad-hoc reports as deemed appropriate and necessary by the CDPH, utilizing a capacity-based approach.
17. Manage the testing process and ensure that all issues are documented and resolved.
18. Have all assigned personnel agree and adhere to the State Information Technology security policies, standards, and guidelines in effect as of the Agreement Effective Date.
19. Comply with all CDPH policies and procedures in effect as of the Agreement Effective Date that are applicable to Contractor's Services.
20. Produce and deliver the work product specified in SECTION 4: CONTRACT WORK PRODUCTS.
21. Implement a System that meets all EXHIBIT: FUNCTIONAL REQUIREMENTS and EXHIBIT: NON-FUNCTIONAL REQUIREMENTS in accordance with all applicable federal and State laws, and State-specified business rules as of the Agreement Effective Date.
22. Cooperate with any third-party contracted by the State to provide additional Project support or oversight services.
23. Perform the services required under this Agreement in a manner that will not disrupt the operational needs of the State.
24. Return all State property, including security badges and State-provided computers, prior to termination of the Agreement.

25. Support CDPH in their definition of the user acceptance test (UAT) approach, entrance and exit criteria, and UAT execution tracking, remediation, and re-testing approach.

Table 2.0: Contractor Key Staff Roles and Responsibilities

Key Staff	Roles and Responsibilities
Engagement Director	<p>Will oversee the delivery of the CalVax solution in collaboration and coordination with the CalVax Project Director.</p> <ul style="list-style-type: none">• Monitor planning, execution, and control of activities necessary to support implementation of CalVax• Ensure that decision items are properly analyzed before presenting them for decision• Monitor risks and issues to make sure that matters are appropriately referred for decision on a timely basis• Attend steering committee meetings• Provide leadership to contract staff• Participate in identification, quantification, and mitigation of project risks• Mediate issue resolution

Key Staff	Roles and Responsibilities
Project Manager	<p>Will be the State's primary point of contact for all daily execution of tasks and work products and shall be responsible for providing day-to-day management of Contractor resources and activities, including overall performance of Contractor resources and Agreement compliance.</p> <p>Will monitor and control all project management aspects of the project effort in collaboration with the CDPH Project Manager. Together they will develop and manage the work plan, which includes all tasks/ work products in addition to those tasks/work products performed by staff from CDPH or any other dependent activities.</p> <p>Will provide progress updates against the in-progress requests as agreed upon by the State.</p> <p>Will facilitate conference calls and Webinars on a periodic basis, with an agreed-upon frequency with the CDPH Project Manager.</p> <p>The Project Manager is responsible for ensuring quality controls, accurate invoicing, and project processes such as:</p> <ul style="list-style-type: none"> • Work Product development and management • Training • Meetings • Status reporting • Organizational change management • Testing • Risk management • Project Document creation and management • System implementation • Contractor related project resources

- Availability of appropriate resources throughout the term of the contract
- Manage Contracts
- Point of Contact for State
- Problem Resolution
- Liaison with the State on Change Orders
- Billing

The Contractor's Project Manager will ensure the project work plans are adhered to and will coordinate with the State's Project Manager when changes to system and/or processes occur based upon change control approvals.

Key Staff	Roles and Responsibilities
Testing Manager	<ul style="list-style-type: none"> • Test Management • Test Script Development & management • Defect Tracking and Management • Document all Test Results • Test Results Communication
Release Manager	<ul style="list-style-type: none"> • Release Management Services • Implementation Management • Configuration Management (e.g., implemented functionality, software defects corrections, planned functionality and software defects corrections) • Ongoing Platform Release Management and Testing Transition Management
Business Systems Analyst	<ul style="list-style-type: none"> • System Design Services • Scope Definition & Management • Business, Systems and Data Requirements Management • Requirements Traceability (i.e., tracing each requirement to design to development to test to release) • System Configuration Planning • Data Sharing Requirements between regional, local, and state entities • Data categorization (collaborate with Information Security Specialist) • Author reports using business intelligence tool

Key Staff	Roles and Responsibilities
Scrum Master	<ul style="list-style-type: none"> • Ensure the correct use of scrum process • Responsible to facilitating daily scrum, sprint planning, sprint demo and retrospective meetings • Forecast the numbers of work products possible in an iteration which is based on evidence and reliable source • Conduct accurate estimation and planning • Assist with conflict resolution • Provides coaching in Agile practices • Help team or individual to clarify goals and actions to achieve them • Track and remove impediments
Maintenance and Operations Manager	<ul style="list-style-type: none"> • Application and System Maintenance Management • Application Maintenance Support • Database Management Services • Maintenance and Operations Services • System Maintenance Support • Analytics Services • Business Continuity and Technology Recovery • Incident Management • Help Desk Services
Developer	<ul style="list-style-type: none"> • Application software development services developing cloud-based applications implemented in a distributed environment • System Configuration Services • Implementing modern GUI design • Business Requirements Implementation • Implementing application security standards and functionalities

Key Staff	Roles and Responsibilities
Data Integrator	<ul style="list-style-type: none"> • Data Integration services • Performing Extract, Transform, and Load (ETL) and developing APIs • Implementing data integration security standards and functionalities
Data Engineer	<ul style="list-style-type: none"> • Data Engineering services • Creating dashboards and visualizations using tools such as Tableau or Power BI and development in cloud environments • Building data pipelines on Cloud using Python/Scala/Java or COTs ETL products • Securing and governing Data on Hybrid environment • Creating and managing Data Models (Conceptual, Logical and Physical) • Implementing data security standards and functionalities • Developing data visualizations (reports and graphs)
Application Architect	<ul style="list-style-type: none"> • Conceptual Design • Application Architecture
System Architect	<ul style="list-style-type: none"> • Conceptual Design • System Architecture
Product Designer	<ul style="list-style-type: none"> • Product Research • Product Design and Presentation

Key Staff	Roles and Responsibilities
Information Security Specialist	<ul style="list-style-type: none">• Application Security Design Services• System Security Design Services• Solution Design (Security) Architecture• Security Testing• Security and Privacy Controls Testing• Audit Security Compliance to data security and privacy regulatory requirements
Trainer	<ul style="list-style-type: none">• Training the trainers on systems through different channels (web- based, in-person etc.)• Developing and customizing training materials related to system being implemented• Developing and customizing training plans

2.3. STATE RESPONSIBILITIES

The State responsibilities include the following:

1. Provide access to applicable information, including but not limited to technical, program, and policy documentation.
2. Secure all signed data user agreements as required by CDPH.
3. Provide State personnel in support of Project activities, including Key Stakeholders and SMEs
4. Ensure the project's work products, Services and CalVax solution meet the needs of the business as defined in the business requirements and project plan.
5. Manage the State's master project schedule.
6. Plan, conduct and evaluate User Acceptance Testing, with Contractor support, in accordance with the State-approved Contractor work products.
7. Provide web-based training or training facilities for internal user training and knowledge transfer training should Cal-HR guidance on COVID-19 change.

8. Provide State personnel the time to attend CalVax System Training as documented in the State-approved Contractor Work Products.
9. Establish and manage Independent Verification and Validation (IV&V) services on the CalVax Project.
10. Coordinate the CDT Independent Project Oversight Consultant activities on the CalVax Project.
11. Provide program/policy personnel to support Contractor-provided trainers during virtual training for Internal Users.
12. Act as the point of contact to coordinate and manage all external agency participation consistent with CDPH Requirements.
13. Perform State responsibilities documented in State-approved Contractor work products and in this SOW.
 1. Escalating decisions, issues, and risks as needed to ~~active~~ resolution.
 2. Identifying and reviewing project related issues, evaluating mitigation strategies, evaluating action plans, etc.
 3. Approving all work products, Releases, Services and subsequent invoices, having signing authority on change requests/WOAs as well as decision authority over changes that impact the project budget or that substantially alter any of the required functionality in the project.
 4. Managing the internal components of the Organizational Change Management process and providing a lead contact for CDPH staff impacted by the CalVax system.
 5. Managing all aspects and phases of the project including, but not limited to: project plan execution, integrated change control, scope/schedule/cost management, human resources, risk/issue management, and project communications.
 6. Planning, guiding, and overseeing the day-to-day project management activities, developing and managing the project schedule, and developing and ensuring other project work plans are completed.
 7. Ensuring that other Stakeholders have opportunities to provide advice regarding pending decisions.
 8. Provide local and remote access to defined Contractor staff as needed.
 9. Unless otherwise set forth in this Agreement as a Contractor responsibility, the State will work in good faith to procure

licenses for the third-party products including any software products necessary for Contractor to provide the Services.

10. The State shall be solely responsible to validate, confirm and approve the content of all communications with third- parties or third-party systems that are enabled by the CalVax System functionalities.

14. State personnel roles and responsibilities:

Table 2.1: State Roles and Responsibilities

Project Team Role	Responsibility
Executive Sponsor	<ul style="list-style-type: none"> • Overall business sponsor ensuring sustained organization commitment and involvement at all levels. • Ensures timely availability of required business and subject matter experts (SME) resources including administrative support. • Approves the project goals, scope, schedule, and budget and any significant subsequent changes to any of these elements. • Member of the Executive Steering Committee (ESC). • Provides direction and guidance for key organizational strategies. • Resolves strategic and escalated issues and makes major decisions beyond the authority of the Project Sponsor. • Allocates and commits business project resources for duration of project.

Project Team Role	Responsibility
Project Sponsor	<ul style="list-style-type: none">• Provides business context, expertise, ensures engagement of the appropriate business subject manager experts (SME), and provides business prioritization and alignment of business objectives.• Works with the Executive Sponsor to champion the project and responsible for overseeing project governance.• Make decisions on scope, schedule, or budget changes when these elements change beyond 5% of the baseline.• Member of the Executive Steering Committee (ESC).• Provide executive management sponsorship and support for the project• Provides highest level of project review, coordinates with policy leadership, and oversight, as needed• Serve as key business decision-maker of the project and provide decision-making authority• Establish project goals and priorities• Resolve issues and scope changes that cannot be resolved by project director• Support project funding and resources• Review and approve significant changes to project scope, budget, or schedule• Mediate issue resolution

Project Team Role	Responsibility
Product Owner	<ul style="list-style-type: none">• Communicates project vision, backlog priorities, approves user stories (requirements), and works with business, stakeholders, product management, and project sponsor to resolve business/process issues and questions.• Participates in agile ceremonies and reviews and approves project artifacts• Oversees, manages, and evaluates product progress throughout development stages

Project Team Role	Responsibility
Project Director	<ul style="list-style-type: none"> • Make decisions on scope, schedule, or budget changes when these elements changes are within 5% of the baseline. • Ensure that external governing entities are properly consulted and engaged to provide timely approval of changes where required. • Ensure that decision items are properly analyzed before presenting them for decision. • Ensure that Stakeholders who need to provide advice about decisions have opportunity for meaningful input. • Monitor risks and issues to make sure that matters are appropriately referred for decision on a timely basis. • Ensure overall success of project • Provide a centralized structure to coordinate and manage the project, staff resources, teams, activities, and communication structured project management methodologies • Direct activities of state and contractor personnel assigned to the project • Determine that the implemented solution addresses the project's and associated program objectives • Determine quality control and quality assurance activities are performed in accordance with quality management plan; participate in quality planning, assurance, and control • Communicate project status to CDPH Management, Executive Sponsors, and External Stakeholders, as needed • Monitor planning, execution, and control of activities necessary to support implementation of the CalVax system • Provide leadership to state staff assigned to manage

Project Team Role	Responsibility
	<p>project teams</p> <ul style="list-style-type: none"> • Coordinate and monitor project charter, plan, and performance • Facilitate and approve internal and external Service Level Agreements (SLAs) • Attend steering committee meetings • Participate in identification, quantification, and mitigation of project risks • Hold contractor responsible to work products defined in the SOW
Project Manager	<ul style="list-style-type: none"> • Make daily decisions based on direction provided by the Project Director or when changes are within the agreed upon delegated authority. • Ensure that other Stakeholders have opportunities to provide advice regarding pending decisions. • Communicate with the Project Director regarding decisions made. • Escalate issues for resolution to the Project Director when they are outside the Project Manager's span of control. • Monitor risks and issues to make sure that matters are appropriately referred for decision on a timely basis. • Attend steering committee meetings • Administers the work product review and approval process. • Manage contracts

Project Team Role	Responsibility
Executive Steering Committee (ESC)	<ul style="list-style-type: none"> • Provide advice to the Project Sponsor and recommendations regarding any pending decisions. • Monitor risks and issues to ensure matters are appropriately considered for decision on a timely basis.
Business Owner	<ul style="list-style-type: none"> • Make daily decisions regarding business aspects of the project as requirements are defined and design is developed. • Provide timely analysis and recommendations regarding issues that require decisions by the Project Manager, Project Director, or the Project Sponsor. • Escalate issues to the attention of the Project Manager and the Project Owner when the decision impacts the project more broadly.
IT Sponsor	<ul style="list-style-type: none"> • Provide input to project decisions related to technologies the project will employ.
Department of Technology	<ul style="list-style-type: none"> • Approve projects when initiated. • May conduct IT procurements. • Approve IT contracts and related amendment. • Provide ongoing project support and oversight.

Project Team Role	Responsibility
Department of Finance	<ul style="list-style-type: none">• Approve project resources, via a Budget Change Proposal or Spring Finance Letter, for inclusion in the sponsoring organization's budget.• Advocate for the budget request before the Legislature.• Must review and approve contract changes that result in additional project costs.• Prepare a notification of changes to contracts for the Legislature, per Section 11.00 of the Budget Act.
Legislature	<ul style="list-style-type: none">• Approve the sponsoring organization's budget including resources supporting the project. Review Section 11.00 requests to increase future costs via a contract. Can request that the Department of Finance not approve the amendment.
External Stakeholders	<ul style="list-style-type: none">• Provide advice regarding issues that are the subject of pending decisions.

2.4. REQUIREMENTS

One hundred percent (100%) of mandatory requirements, as set forth in the below Exhibits (collectively the "Requirements"), which, shall be met at Final System Acceptance.

- EXHIBIT: FUNCTIONAL REQUIREMENTS
- EXHIBIT: NON-FUNCTIONAL REQUIREMENTS

2.5. DESIGN, DEVELOPMENT, CONFIGURATION AND IMPLEMENTATION PERIOD

The Contractor must successfully complete design, development, configuration, support for user acceptance testing and implementation of the CalVax System in accordance with local, state, CDC and other requirements and the State-approved Contractor work products (DDCI period) by March 1, 2021. The DDCI period includes Final System Acceptance (SECTION 2.15. FINAL SYSTEM ACCEPTANCE). The Warranty period is described in GSPD 401-IT as modified in Section 10 of the SOW. Maintenance and Operations begins after Release 2 and continues for the term of the Agreement.

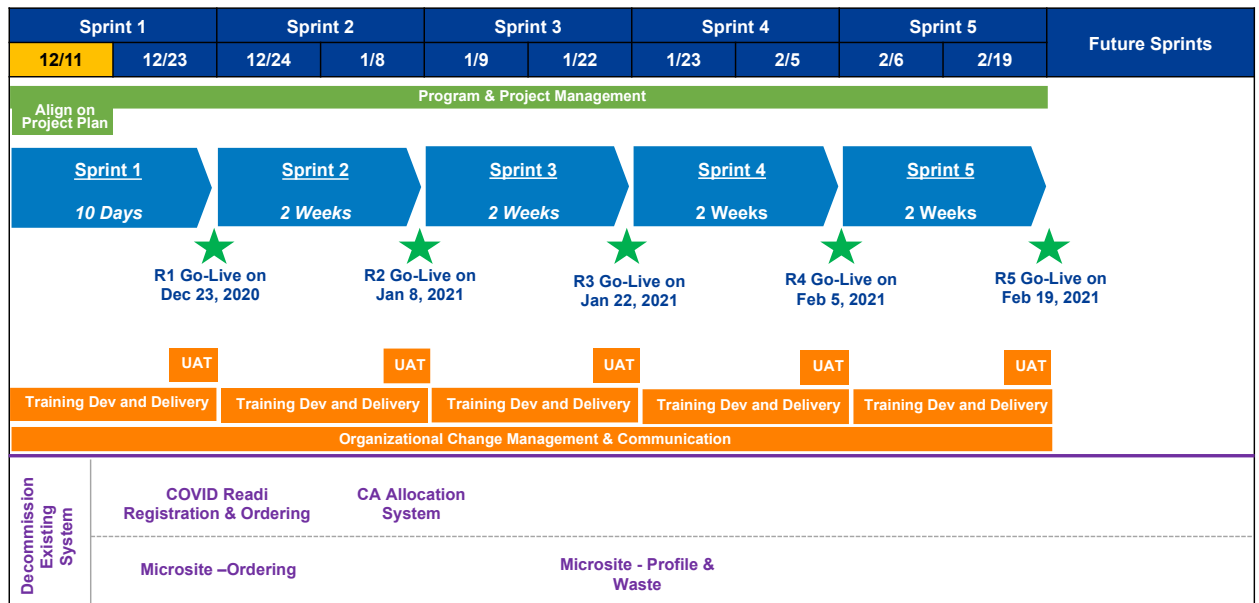
2.6. CalVax PROJECT FRAMEWORK and WORKSTREAMS

Working in partnership with the State, the Contractor will provide the California Department of Public Health with a team to implement the CalVax Solution.

CDPH utilizes the Agile Scrum framework for its software development implementation efforts. Working with the State and the CDPH teams, the Contractor shall utilize an Agile framework to develop, configure, and implement the CalVax system. The following sections outline the key components of the Agile system development framework along with a release plan to satisfy the Requirements of the system.

The Contractor will perform multiple Workstreams to deliver the Services over the Term of the Agreement, as depicted below:

2.6.1 CalVax System Development Workstream



2.6.1. 1 CalVax Development Sub-Workstream

The CalVax system development work will be performed in Sprints. The Sprints will follow an iterative-incremental development and delivery of potentially releasable product. Each Sprint cycle will be defined through sprint planning, demo, and a sprint retrospective. The Requirements included in each Sprint are outlined in Exhibit 2 Requirements.

Backlog grooming sessions (user story elaboration) with Contractor and the CDPH Product Owner will take place to refine user stories, update and prioritize the backlog, and ensure sufficient user stories are ready, prioritized and available for the upcoming Sprints.

Requirement alignment to Sprints may be adjusted through mutual written agreement.

Agile SCRUM Framework

The Development Workstream will utilize the Scrum framework for its software development implementation efforts. Working with the State and the CDPH teams, the Contractor shall utilize an Agile framework to develop, configure, and implement the State-wide CalVax system. The following sections outline the key artifacts and events of the agile framework, Scrum.

• Scrum Artifacts

Product Backlog

The Contractor will maintain and manage the CalVax Product Backlog items

(e.g., Epics, User Stories) creating an ordered list of all known features and user story formatted requirements needed to successfully develop/enhance and deliver the CalVax Solution which meets the CDPH and State's requirements under this SOW.

Sprint Backlog

The Contractor will create and manage a Sprint Backlog for each sprint cycle defining the list of work items/user stories their team commits to achieve in each Sprint. The sprint cycle should adhere to the following Scrum best practices:

- Once the Sprint Backlog is created, no one can add to the Sprint Backlog except the Development Team.
- If the Development Team needs to drop an item from the Sprint Backlog, they must negotiate it with the Product Owner.
- During this negotiation, the ScrumMaster should work with the Development Team and Product Owner to try to find ways to create some smaller increment of an item rather than drop it altogether.

Potentially Releasable Product Increment

At the end of every Sprint, the Contractor's team must complete a product increment that is potentially releasable product that meets the agreed-upon definition of done.

• Scrum and Recurring Events

Backlog Grooming

The Contractor will conduct and lead regular backlog grooming sessions, as needed, with the business and development teams to review and discuss the product backlog items and ensure sufficient user stories are prepared two sprints ahead their sprint planning. The backlog grooming involves splitting big items into smaller ones, rewriting backlog items to be more expressive, deleting obsolete or no longer needed items, and prioritizing the backlog items. The Contractor's team will create and update the product backlog with user stories expressed in a sentence structure such as the following:

“As a [person], I want to [goal or intent], so that [reason/benefit].”

Each user story will include clear acceptance criteria which describes the

method/criteria to validate the successful delivery of the user story requirements.

Sprint Planning

The Contractor will conduct Sprint Planning sessions, so the business and technical teams collaborate and discuss the Sprint Goal and the next priority of work for the Sprint. The Contractor's Scrum Master will facilitate the Sprint Planning meetings. The CDPH Product Owner describes and confirms the Sprint objective and answers questions from the Development Team about execution and acceptance criteria. The Contractor's development team will determine how much of the high priority work they will commit to for the upcoming Sprint.

Daily Standup/Scrum

The Contractor will conduct a daily stand up (typically, 15 minutes or less) with their Development Team during the Sprint to inspect progress toward the Sprint Goal. The Contractor will direct and lead this meeting and ensure the CDPH business team and appropriate project leadership team are invited as observers.

Sprint Review

The Contractor will conduct Sprint Review meetings to review and/or demonstrate the work completed, specifically the user stories or the potentially shippable product increment created during the sprint. The Sprint Review will include the product owner and necessary stakeholders to review, discuss, and confirm what was completed during the Sprint. The Product Owner has the option to release any of the completed functionality. The Product Backlog will be adjusted as needed based on Sprint Review feedback.

Sprint Retrospective

The Contractor will conduct and lead the Sprint Retrospective focusing on the overall sprint processes. During the retrospective, the business and development team will discuss what went right and areas for improvement in the Sprint. The Contractor will capture and publish the feedback to the teams and make tangible plans to improve on their process, tools and relationships.

2.6.1.2 Training Development and Delivery Sub-Workstream:

The contractor shall deliver all train-the-trainer training through the Final System Acceptance with follow-on support work through the end of the first year of the

Agreement.

1. The Contractor shall design training, produce training materials, and prepare and deliver training to CDPH staff for train-the-trainer and to be available for initial training sessions with end-users as support.
2. The State shall review all materials - evaluation and training and provide feedback to the vendor. The Vendor shall make all requested revisions request by the State.
3. The contractor shall develop a Training Plan that aligns with a train-the-trainer and web-based training models and which describes the overall goals, learning objectives, and activities that are to be performed to develop, conduct, control, and evaluate training. The Training Plan shall address training activities for CalVax users, release management, and configuration management. The training plan must include, but is not limited to:
 1. Module based system workflows and process workflows
 2. End-to-end system workflows and process workflows
 3. Interactive role-based web tutorial trainings
 4. Online, virtual training support for the State trainers while they train the end-users (if at location, in-person training is not permitted) for each Master Trainer during their first initial training session for each module release
 5. Role-based and module-based recorded video tutorials
 6. Additional refresher training as needed
 7. Draft job-aids, training guides, and end-to-end user guides based on roles and modules
 8. Frequently Asked Questions (FAQ) documents
 9. Web-based training videos
 10. Products required to satisfy the training plan will include at a minimum web-based instruction, instructor guides, student guides, job-aids, exercise material, and training records.
4. The Contractor shall develop Computer Based Training (CBT) modules that may be selected, as applicable, to train each user group within the Scope of the CalVax system. The Contractor shall provide a draft CalVax Training Manual that includes all training modules, to the State PM for approval prior to the commencement of training.
5. The Contractor shall, if requested (and in line with CalHR current public health guidance), conduct virtual training sessions. The State will coordinate the logistics of the training session by ensuring that appropriate personnel is at the training session and that there is equipment to conduct the training session. The State may request multiple trainings to cover the staff necessary

to support the trainer.

6. Within 30 days of the completion of all training, the Contractor shall develop an Instructor's guide for State trainers to train other CalVax users.
7. The Contractor shall support the State in conducting training sessions for LHDs and providers. The contractor will provide support to the state as needed including, but not limited to, developing training materials.
8. The Contractor shall coordinate and supervise any updates to the CalVax training materials. The Contractor shall update the CalVax training Manual and training modules within an agreed upon timeline with the State.
9. The Contractor shall develop web based CalVax training videos for the State to release to LHDs and Providers that covers tips and tricks for using the system and for other training needs.
10. In order to enhance and ensure value of the training for future participants, the State requires an evaluation to be administered after each training session conducted by the Contractor.
11. The vendor shall share evaluation results with the state when asked. If the evaluation results are shown to be not satisfactory, the vendor shall have a remediation plan and be prepared to execute on that remediation at no additional cost to the State until evaluations come back satisfactory.
12. The Contractor shall prepare and deliver to the State PM for review and acceptance a Training Evaluation Plan, which must include the scope, participants, timelines, anticipated outcomes, State approved criteria for evaluation, and format for summarizing evaluation results. The Contractor shall be responsible for the development of CalVax training evaluation materials and the completion of planned activities.
13. All training materials developed must be accessible according to the Americans with Disabilities Act standards for posting to training webpages.

2.6.1.3 Organizational Change Management & Communication Sub-Workstream

- Define, document, and support the organizational change management plan and executing the plan activities in support of the CalVax solution implementation.
- Define and support end user adoption communication and outreach to confirm the system stakeholders are notified and prepared in advance of the new CalVax Solution and processes.

- Assist and define the CalVax stakeholder communications for internal and external stakeholders as appropriate.

2.7. CAPACITY SUPPORT WORKSTREAM

2.7.1. PROJECT MANAGEMENT SUB-WORKSTREAM

The State has established a governance structure for the CalVax project and expects the Contractor to fully respect and adhere to that governance structure.

The state also expects the Contractor to follow Agile project management methodology best practices focusing on all of the following:

Value Driven Delivery:

- Incremental Development-Focus on the continuous incremental development of the project
- Prioritization-Doing prioritization as a team and with the help of the product owner

Stakeholder Engagement

- Understanding what exactly the state's needs are
- Understanding the expectations and acceptance criteria of the state
- Understanding the kind of product, the state is looking for

Bolstering Team Performance Practices

Adaptive Planning using the following levels:

- Adaptation: Adapting to the state's expectations
- Estimation: Estimating the work in terms of time, cost, and other variables
- Velocity/throughput/cycle time: Determining what would be the velocity, or output, and what is the team is able to produce within the given timeframe

Problem Detection and Resolution:

- Understanding the Problem Statement
- Problem Categorization
- Problem Investigation
- Problem Solution

Continuous Improvement (Product, Process, People)

- Continuous integration
- Continuous improvement of the processes
- Retrospection with the team as to what went well and/or what went wrong
- Getting feedback in various ways, so that the teams improve continuously

The state expects the Contractor to provide the following Project Management tasks during the duration of this contract:

Project Management Tasks

The Contractor will:

1. Establish the Contractor's and State's project management roles and responsibilities, structure, processes and approach.
2. Confirm and document the project vision, objective, and scope of the CalVax Solution to be delivered in each of the 5 Releases/Sprints.
3. Confirm and document the overall system architecture, integration points, and interfaces with the existing State immunization environment and external organization and/or systems.
4. Confirm system documentation deliverables and/or work products required by the State).
5. Define the system development approach, tools, and standards including the development terms, Definition of Ready and Definition of Done.
6. Define the technical and architectural foundation and approach for the system integration and interfaces with the proposed system and the existing immunization environments.
7. Define the CalVax Release approach, sprint cycle cadences, and the CalVax Solution Release Plan outlining how the Contractor will deliver the CalVax solution by the defined target Release date.
8. Define Requirements elaboration/grooming session cadences and conduct necessary grooming sessions to establish the initial product backlog to begin Sprint 1.
9. The Contractor will establish and maintain a project management methodology and develop work products leveraging the best practices and guidelines of the Project Management Institute (PMI) Project Management Body of Knowledge®.
10. The Contractor will integrate its project management methodology and plans

with the State's project management methodology and plans.

11. The Contractor will provide electronic project management documents using Microsoft Office applications. The Microsoft Office software version must be no more than one version behind the latest release available on the market or aligned with the CDPH's Microsoft Office version as agreed upon between CDPH and the Contractor.
12. The Contractor will provide regular project status updates to the CDPH Project Management team based on an agreed upon reporting frequency and cadence. The Contractor will update and maintain written project management status reports reflecting the agreed upon status reporting frequency.
13. The Contractor will maintain all project related documentation, work products, and work products and on the CDPH Teams and/or SharePoint environment following CDPH's project management repository structure or as agreed upon between the CDPH and Contractor.
14. The Contractor shall develop and maintain a CalVax Master Project schedule incorporating all CalVax project and related and dependent activities associated with the successful training, communication, integration, and implementation of the CalVax solution as defined in this contract.
15. The Contractor will develop and maintain requirements and user story repositories and agreed upon traceability matrices to ensure all CalVax solution requirements have been incorporated into the delivered solution.
16. The Contractor will use a single-Issue Tracking System that Contractor and the State will use collaboratively for the tracking of system defects, security issues, data quality anomalies, enhancements, and other system issues or change management items.

2.7.2. HELP DESKSUPPORT SUB-WORKSTREAM

The Help Desk Sub-Workstream will commence on Release 2 Go-Live. Help Desk support will:

1. Provide CalVax Solution business and technical end user support help desk and incident tracking and reporting. CDPH will provide customer help desk for initial contact, Tier 1 business related issues.
2. Contractor will provide Tier 1 and 2 help desk for CalVax system support and Tier 3 technical support for escalated issues where the Contractor must be involved to provide a solution.
3. Tier 1 Help Desk will support the following activities. When a ticket cannot be resolved by Tier 1 it will be routed to Tier 2 help desk

1. Onboarding & Roll-off support - User creation, activation and deletion for Training and Production users.
2. Password reset requests
3. Basic to moderate questions on CalVax functionality
4. Provide support through Inbound calls, outbound calls (call backs), and emails
4. Tier 2 – Our Tier 2 Help Desk will support the following activities. When a ticket cannot be resolved by Tier 2 it will be routed to our Tier 3 help desk
 1. Moderate to complex questions on CalVax functionality
 2. Technical issues with the CalVax platform for initial triage and determination of possible resolution
 3. Manage critical incidents (problems) through automated IVR and email responses.
5. Tier 3 – Our Tier 3 Help Desk will support the following activities.
 1. Resolution of technical issues not resolved by Tier 2
 2. Work with Release Management and Deployment teams for priority and scheduled releases of defects
6. The Contractor's Tier 1 Help Desk is initially scoped to support 11,000 users of CalVax. For every additional 5,000 users in a month, additional help desk agents are required. The cost to support each additional 5,000 users is in Table 2.7.5.1 Help Desk Support Incremental Support Costs. Contractor is prepared to scale its help desk support to support 60,000 users as required by CDPH.

Table 2.7.5.1: Help Desk Incremental Support Costs

Help Desk Incremental Support Costs	
# of Users with CalVax Accounts	Monthly Cost
11,000	\$ 328,512
16,000	\$ 488,512
21,000	\$ 648,512
26,000	\$ 808,512
31,000	\$ 968,512
36,000	\$ 1,128,512
41,000	\$ 1,288,512
46,000	\$ 1,448,512
51,000	\$ 1,608,512
56,000	\$ 1,768,512
60,000	\$ 1,928,512

2.8.3 SECURITY SERVICES SUB-WORKSTREAM

The Security Services Sub-Workstream will commence on Release 1 Go-Live. Exhibit 9 SECURITY SERVICES RACI specifies whether the Contractor or CDPH is Responsible, Accountable, Consulted, or Informed for each task or activity. The tasks and activities of this sub-workstream are listed below:

1. Strategy, Risk Management and Governance
 1. Identify and track CalVax project security risks
 2. Conduct information security risk assessments according to the following frequency:
 - Yearly – System risk assessment / security review
 - Quarterly – Salesforce Security Rapid Assessment (SSRA)
 - Ad-hoc – Contractor AWS Standards review, AWS well architected review
 3. Develop and maintain a written information privacy and security program for CalVax
2. Policy and Compliance
 1. Comply with CDPH/State Policies and standards
 2. Comply with Contractor policies and standards
 3. Comply with Contractor's Client Data Protection (CDP) controls and guidelines
3. Training and Support
 1. Provide security training to all Contractor project employees
 2. Provide continuous security training opportunities to Contractor project employees
 3. Keep Contractor project employees updated on latest security information and requirements
 4. Provide training to Contractor project employees on working remote securely
4. Firewall and Network Security
 1. Document cloud network security rules and configurations
5. Business Continuity / Disaster Recovery
 1. Backup all CDPH PCI data on established frequency
 2. Document disaster recovery plan
6. Secure Software Development Lifecycle
 1. Verify development team has established secure software development lifecycle
 2. Verify software environments are being used for development work (e.g., Dev, Test, Prod)
 3. Verify no production data is located outside of production environment and environments are appropriately segmented
 4. Review change control procedure, activities, and source control tool
7. Identity & Role Management
 1. Implement secure remote access system – to enable secure user access
 2. Review employee user access on monthly basis to CalVax systems
 3. Enforce principle of least privilege & separation of duties

4. Review profiles and permission sets on regular frequency
8. Data Discovery and Classification
 1. Identify sensitive fields and values in Salesforce
 2. Protect confidentiality of data and do not disclose CDPH PCI
 3. Implement safeguards and take steps to continuously protect CDPH PCI
9. Data Access Controls
 1. Enable platform data protection and compliance through Salesforce Shield
 2. Verify system enforces password complexity requirements
 3. Require multi-factor authentication for Contractor employees
 4. Sanitize all data and provide certificate of destruction
 5. Review & configure session security settings (e.g., 20-minute timeout)
 6. Review data dictionary and data handling by project team
 7. Contractor data leakage protection (DLP) for Contractor employees using key terms and data classification controls
10. Certificate and Key Management
 1. Protect certificates and keys
 2. Provide certificates and keys upon request
11. Security Incident Management
 1. Establish incident response plan
 2. Conduct investigation of breach and security incidents
 3. Report information security incidents to CDPH by email within 24 hours
 4. Report information security breaches immediately to CDPH by telephone and email
 5. Provide written report of security investigations to CDPH
 6. Notification to individuals impacted by breach
 7. Notify Attorney General if breach exceeds 500 individuals through CDPH
12. Security Monitoring
 1. Analyze application logs and information for suspicious activity
 2. Provide access to software for security monitoring
 3. Maintain system logging and audit trail
 4. Data retention – platform log retention on 30 day rolling retention
13. Vulnerability Management
 1. Conduct scans using Contractor provided tools according to the following frequencies
 - Discovery/Dynamic scans – Major deployment of new feature or component
 - Vulnerability scans – Each code release (bi-weekly)
 2. Remove false positives per direction of development leads from vulnerability reports
 3. Provide supplementary remediation recommendations provided by the VM Scanners to address vulnerabilities
 4. Track vulnerabilities identified until remediation has been completed

2.9. RELEASE/GO-LIVE TASKS

The Go-Live Tasks describe the implementation preparation, work products and major tasks required to deploy a CalVax Solution Release for production use. The following outline the Go-Live Tasks:

1. Contractor shall define, document, and execute the production release process steps to confirm all integration and interface points are tested and validated.
2. Contractor shall define, document, and execute the production release punch list for production release execution.
3. Contractor shall define and document the CalVax Solution production readiness check list and the go/no-go criteria.
4. Contractor shall execute the production go live activities as documented in the release and production punch list.
5. Contractor shall work with the CDPH to define the necessary end user adoption communication and outreach tasks to ensure the system stakeholders are notified and prepared in advance of the applicable Release capabilities and processes.
6. Contractor shall turn over, as appropriate, all materials necessary to transfer knowledge to the State consistent with the Contractor's implementation plan and execution.
7. Contractor shall coordinate and collaborate with the CDPH Implementation Team and other CDPH contractors to support CalVax end users throughout the Term of the Agreement.

2.10. DECOMMISSION EXISTING SYSTEMS

The planned Release schedule, and the Requirements associated with each Release, are aligned to allow for the decommissioning of the interim systems as sets of functionalities are available in CalVax. This will prevent dual entry in multiple systems. The systems that will be decommissioned are COVIDREADIE and CalVax (interim system).

- Contractor, with support of CDPH, will perform data mapping of required data from each interim system to the CalVax System
- CDPH, with the support of Contractor, will produce a data extract from each interim system and prepare the file for transformation into the CalVax system
- Contractor will transform and load the extract file from the interim system into CalVax and report any data fallout.
- CDPH, with the support of Contractor, will manually enter any data fallout into the CalVax system.
- Data Migration and cleaning Assumptions:
 - Up to 10,000 records will be extracted from COVIDREADI for processing

into CalVax

- Up to 10,000 records will be extracted from CalVax (interim system) for processing into CalVax
- Any data linkage between the COVIDReadi records and the CalVax (interim system) records need to be defined by CDPH and present in the Extract files
- Contractor will provide pre-processing on the Extract files for data validation
- CDPH will validate the data is acceptable to load into CalVax
- Any errors found during pre-processing can be corrected in the Extract file (if minor) or corrected back in the interim system before re-processing of the extract file

2.11. USER MANAGEMENT

This section outlines the Contractor's User Management responsibilities during all phases of this contract. The Contractor shall be responsible and accountable for adding, deleting, and suspending users of the new CalVax Solution environment. The Contractor shall perform other user management functions such as the assignment of roles, initial passwords, password resets, and other related functions as required. The Contractor's User Management responsibilities include, but are not limited to the following:

1. Establish and maintain all State-identified user accounts during all phases of this contract.
2. The Contractor shall be responsible for establishing a process by which access is granted at various levels according to user's role and permissions. The state and contractor will mutually establish which levels each party will be responsible for and then held accountable for adding, deleting, and suspending users of the CalVax solution.
3. The Contractor shall perform other user management functions such as the assignment of roles, initial passwords, password resets, etc.
4. The contractor's staff shall provide CalVax User Management training to the appropriate State staff on how to manage users and grant access based on roles and permissions.

2.12. Maintenance and Operations Phase

The Maintenance and Operations Phase commences after Release 2 and involves the establishment of the ongoing system maintenance, execution and delivery of functional and operational improvements/enhancements, ongoing end user support and training, and continued management and stabilization of the CalVax Solution production operations. The Contractor will provide ongoing maintenance and operations support for the production released CalVax Solution including, but not limited to the following:

1. The Contractor will develop a Maintenance and Operations Plan and submit to the State for approval. The M&O Plan must define the Service Delivery methodology to include system maintenance, system improvements and functional enhancements, environment monitoring across all CalVax components, and technical support and help desk operations. The Maintenance and Operations Plan shall define and include, but not limited to the following:
 1. Installing patch and version upgrades
 2. Making configuration changes and testing those changes
 3. Communicating the timing of application changes prior to the changes being implemented, and coordinating the change with the State
 4. Troubleshooting
 5. Resolving Defects and escalating
 6. Maintaining Defect / Bug logs
 7. Tracking Incident and Problem tickets including: Corrective maintenance and resolution to include root cause analysis and resolution type; Ticket status updates; and Application maintenance – incident correction, enhancements, version updates
 8. Developing and implementing potential system improvements and/or new functional enhancements to meet Federal (e.g., CDC) or State required changes to the CalVax solution throughout the life of the contract as prioritized and mutually agreed.
2. The Contractor will establish and maintain a software release management roadmap and schedule for the continued maintenance and necessary improvements of the CalVax environment.
3. The Contractor will draft and obtain CDPH's approval for release criteria or release notes for each scheduled release.
4. The Contractor will provide bug/defect status reports appropriate for different audiences, including:
 1. Daily bug/defect reports for the project team.

2. Weekly bug/defect reports for State management.
3. Executive-level bug/defect reports, as required.
5. The Contractor will be responsible for scheduling and leading problem resolution work sessions.
6. Conduct necessary system remediation and stabilization activities to successfully meet the System Acceptance requirements defined in SECTION 2.18. FINAL SYSTEM ACCEPTANCE
7. Develop a Maintenance and Operations Plan document which describes the CalVax M&O model and approach including system maintenance activities, system enhancements and improvements activities, ongoing end user training and adoption, and end user support and help desk management.
8. Continue the development sprint cycle cadence to analyze, design, build, and test maintenance updates and required system enhancements.
9. Define a change control and management approach to define the processes and steps to implement system improvements and Federal and State required changes to the CalVax solution.
10. Conduct the ongoing system maintenance and operations activities as defined in the SECTION 2.16. WARRANTY / MAINTENANCE AND OPERATIONS (M&O).

In addition to the above tasks, upon Release 5 Go-Live, Contractor will conduct system remediation and stabilization activities to successfully meet the System Acceptance requirements of the contract.

2.13. SYSTEM ACCEPTANCE TASKS

1. "System Acceptance" is defined as achieving a period of stability for 30 consecutive calendar days ("Acceptance Period") upon completing Release 5 Go-Live.
2. "Stability" is defined as having the production CalVax solution operating without any Critical or Major Deficiencies during the Acceptance Period. For the purposes of System Acceptance, Critical or Major Deficiencies must be attributed to Contractor scope of responsibility or under direct control of the Contractor. Should this type of defect occur, the 30-day clock will restart upon the Contractor successfully resolving the defect(s), receiving State approval for the defect fixes, and deploying the defect fixes to the production CalVax environment.
3. System Acceptance will apply to each CalVax major release (or phase)

subsequent to the Release 5 Go-Live.

4. The Contractor shall not receive System Acceptance from the State until all System Acceptance Criteria identified in the approved Implementation Plan have been met and approved by the State. System Acceptance Criteria includes, but is not limited to:
 1. UAT exit criteria has been met and approved by CDPH.
 2. Production Deployment Document reviewed and approved by CDPH.
 3. End user communication and/or notification has been developed and approved by CDPH.
 4. End user training plan and approach has been developed and approved by CDPH.
 5. CalVax Solution Operational Readiness Checklist reviewed and approved by CDPH.
 6. Technical Training and Knowledge Transfer Plan complete.
 7. Post-Implementation Assessment and Lessons Learned Report.
 8. System Software and Documentation updated/complete.
 9. Defects resolved in accordance with the CalVax Implementation Plan
 10. Final release to production without incident as agreed upon with the State.
 11. Written State approval of System Acceptance.
 12. Contractor shall provide the State with a State accepted "Transition" period after the "Go-Live" to ensure that the system is bug free and stable.
 13. "Release 5 Go-Live" will occur on the date agreed upon by the State and Contractor after the Parties have certified the system is ready for production release.

2.14. WARRANTY / MAINTENANCE AND OPERATIONS (M&O)

1. Warranty / Maintenance and Operations (M&O) Warranty. The Warranty Period shall commence upon System Acceptance and will apply to each CalVax major release (or phase) subsequent to Release 5 Go-Live. If any Critical or Major deficiencies or outages occurs within the first 30 days of the acceptance period, the Warranty Period will restart after the issue is fixed and the system is back online and approved by the State. The definition of the term "material defects" as used in provision (ii) in Section 18 of the General Provisions is defined as Deficiencies with Critical and Moderate Severity. Deficiency resolution will be performed at the Contractor's own expense for all Deficiencies prior to acceptance and of the last major phase that are covered under the

Warranty as specified in the GSPD-401IT dated September 2014.

2. Maintenance and Operations will commence upon Release 3 Go-Live. During M&O, it is anticipated that the Contractor shall maintain adequate staffing levels, as approved by the State, to perform updates, resolve problems, make changes to improve efficiencies, etc. and continue to implement new functionality throughout the life of the contract as prioritized and mutually agreed. Should the Contractor need to change any part of the Solution that has achieved System Acceptance and is therefore under the State's control, the Contractor must obtain the State's approval prior to any change being made. Deficiency resolution will be performed at the Contractor's own expense for all Deficiencies that are covered under Warranty as specified above.

3. The Contractor will provide a COTS or MOTS solution where the CalVax solution is providing a service to the State stakeholders, Service Level Agreements (SLA) are critical for ensuring that the provided Service meets the needs of the stakeholders and applies appropriate penalties should the service fall below contractually established thresholds. Service Level Agreements (SLA) are defined to objectively measure and report adherence to the threshold values and to invoke the mutually agreed upon contractual penalties for failing to provide the required levels of service.

4. Agreed-upon SLAs will be in effect at Release 5 Go-Live date.

5. The Contractor's warranty does not apply to any third-party materials or services (other than those provided by the Contractor's subcontractors or any other agent working on behalf of the Contractor). In the event of a defect in the System arising in or from any third party materials or services, Contractor will, during the term of the Contract, coordinate with and be the point of contact for resolution of the defect through the applicable third party vendor/licensor, and will collaborate with the State to provide required information and communication with respect to such defect and resolution. Any third-party materials and services are subject to the terms of such third-party vendor/licensor's agreement for such materials or services.

2.15. FINAL SYSTEM ACCEPTANCE

1. Contractor shall deploy Release 5 (meeting all Requirements) by March 1, 2021.
2. Contractor shall close the Project in accordance with the Project Close-Out Plan.
3. Contractor shall meet with the State two (2) weeks prior to the scheduled end

of Project to confirm all Project Close-out Acceptance Criteria as identified in the Implementation Plan. The State will approve the criteria.

4. Contractor shall provide the State a Final Project Report to report on and confirm completion of the Project and Project close-out tasks.
5. The Contractor shall not receive Project and Contract Close-out approval from the State until all Project Close-out Acceptance Criteria identified in the Implementation Plan have been met and approved by the State. Project Close-out Acceptance Criteria includes:
 1. Written State approval of System Acceptance
 2. Written State approval for all work products and final revisions of work products
 3. Written State approval of the Final Project Report
 4. Written State approval of Project Close-out
6. At the onset of the Project Close-Out Period, the Contractor shall include Project Close-Out status reporting in the Weekly Status Report. The Project Close-Out portion of the Weekly Project Status Report shall include, at a minimum, a description of the progress made on each Task, work product, and/ or Milestone, including any variance from the baseline.
7. At the onset of the Project Close-Out Period, the Contractor shall include Project Close-Out Risks. The Project Close-Out Risks portion shall include, at a minimum, a detailed description of each risk, severity, impact and mitigation notes.
8. The State will work closely with the Contractor during this process and must approve all updates to the Contractor's Project Close-Out approach and plans prior to starting Maintenance and Operations.
9. Contractor shall maintain Key Staff as identified in SECTION 3. CONTRACTOR PERSONNEL to satisfy and maintain compliance.
10. The system is operating in a manner meeting all of the Functional and Non-functional Requirements of this Contract.

3. CONTRACTOR PERSONNEL

Please refer to table Contractor Key Staff Roles and Responsibilities in Table 2.3

3.1. KEY STAFF MANDATORY QUALIFICATIONS

The Contractor must provide Key Personnel as described below. For purposes of this Contract, the term "Key Personnel" refers to Contractor personnel deemed by CDPH to be essential to the Contractor's satisfactory performance of the requirements

contained in this Contract. Please note that all listed Key Personnel are expected to be available through all implementation phases.

Key Personnel are identified below. One (1) individual can serve in more than one (1) role if: (a) the Contractor can demonstrate that the individual can successfully carry out all responsibilities within the identified timeframe and the project quality and success will not be impacted; and (b) CDPH provides prior approval.

The Sharing of roles is NOT allowed for the following Key Personnel:

1. Project Manager
2. Testing Manager
3. Release Manager
4. Maintenance and Operations Manager
5. Application Architect
6. System Architect

The Sharing of roles may be allowed for the following Key Personnel:

Additional Key Personnel

1. Engagement Director
2. Business Systems Analyst
3. Scrum Master
4. Developer
5. Data Integrator
6. Data Engineer
7. Product Designer
8. Information Security Specialist
9. Trainer

At a minimum, the Contractor shall provide staff, with the appropriate experience and qualifications, for the following State-identified Key Personnel:

Key PERSONNEL	QUALIFICATIONS
Engagement Director	<ul style="list-style-type: none"> • The Contractor Engagement Director will provide project strategy and guidance. • Will direct and manage all Contract communications and will have the authority to act on all aspects of the agreement, including invoice issues. • Will ensure that the Contractor's personnel comply with the requirements of the Contract. Any change orders must be approved in writing by the CDPH Program Director. The Contractor must acknowledge questions and requests by the next business day. • Will provide the final review and approval of project work products. • Will utilize their knowledge of systems to provide strategic guidance for the design and implementation of CalVax. • A minimum of five (5) years of experience in leading medium-scale IT system integration projects. (Defined as 100 users and over \$3 million). • Minimum of five (5) years' experience as a Project Manager directly responsible for the planning, execution, and evaluation of the Information Technology (IT) project solution implementation/integration activities including the following Project Management knowledge areas: scope, time, cost, human resources, risk, quality, integration, change management, and communication. • Five (5) years (minimum) experience Project Managing the implementation of a similar proposed solution. • Experience as primary point of contact for all daily execution of tasks and work products and responsible for providing day- to-day management of Contractor resources and activities, including overall performance and Agreement compliance.

Key PERSONNEL	QUALIFICATIONS
	<ul style="list-style-type: none">• Strong Communications skills.• A minimum of three (3) years' experience as the Project Manager for a public sector IT solution implementation/ integration project.• 3+ years' experience working with Agile Software teams• Experience working cross-functionally with operations, product, and business teams.• Experience managing stakeholders.

Key PERSONNEL	QUALIFICATIONS
Project Manager	<ul style="list-style-type: none"> • Minimum of five (5) years' experience as a Project Manager directly responsible for the planning, execution, and evaluation of the Information Technology (IT) project solution implementation/integration activities including the following Project Management knowledge areas: scope, time, cost, human resources, risk, quality, integration, change management, and communication. • Five (5) years (minimum) experience Project Managing the implementation of a similar proposed solution. • Experience as primary point of contact for all daily execution of tasks and work products and responsible for providing day- to-day management of Contractor resources and activities, including overall performance and Agreement compliance. • Strong Communications skills • A minimum of three (3) years' experience as the Project Manager for a public sector IT solution implementation/ integration project. • 3+ years' experience working with Agile Software teams • Experience working cross-functionally with operations, product, and business teams. • Experience managing stakeholders. • Experience in facilitating conference calls and on-site/ remote meetings on a periodic basis. • Experience managing web-application projects in cloud-based environments • Current Project Management Certification (one of): • <i>PMI Program Management Professional (PMP)®</i> • <i>PMI Project Management Professional (PMP)®</i>

Key PERSONNEL	QUALIFICATIONS
Testing Manager	<ul style="list-style-type: none"> • Minimum of five (5) years' experience managing software quality assurance on an application with one or more Application Program Interfaces (APIs) • Minimum of three (3) years of experience managing software quality assurance on a web-enabled application • Minimum of four (4) years or more years of experience developing test plans and scripts, defect Tracking and Management, document test results • Minimum of four (4) years' experience planning, documenting, and implementing test strategies for products/projects for systems that are comparable to the Contractor's solution that is proposed for the CalVax System • Minimum of four (4) years' experience creating and executing both manual and automated integration, system, performance, security test plans, and supporting/ coordinating user acceptance testing • Minimum of four (4) years' experience maintaining non-production, test environments including: <ul style="list-style-type: none"> • Data refreshes in test environments • Release management and release coordination into test environments • Experience managing web-application projects • Minimum of one (1) or more years of experience on a government application (Federal, State or Local).

Key PERSONNEL	QUALIFICATIONS
Release Manager	<ul style="list-style-type: none">• Minimum of five (5) years' experience as a Release Manager• Minimum of three (3) years similar experience in Release Management• Minimum of three (3) years' experience using tools such as DevOps, Jenkins, GitHub, GIT, JIRA, Confluence, AND/OR Slack• Minimum of three (3) years' experience working with Agile Software teams• Strong Communications skills• Experience in software development methodologies• Experience in continuous Integration and Delivery processes• Experience working cross-functionally with operations, product, and business teams• Experience managing web-application projects• Architect-level understanding of the major public cloud services (AWS, Azure), using them to effectively design secure and scalable services• Minimum of one (1) year of experience on a government application (Federal, State or Local)

Key PERSONNEL	QUALIFICATIONS
Business Systems Analyst	<ul style="list-style-type: none"> • A minimum of five (5) years' experience performing business process analysis, developing business requirements, mapping detailed business processes/requirements to proposed solution configuration elements, designing, system testing, training, and implementing IT enabled solutions similar to proposed solution • A minimum of five (5) years' experience organizing, facilitating, and running joint application design sessions with engineers or scientists for requirements gathering and documentation, capturing the content, action items, and key takeaways using industry business analysis best practices consistent with those identified in Business Analysis Body of Knowledge (BABOK) • Minimum of five (5) years' experience configuring and implementing business rules/system configuration items based on customer business process requirements • Minimum of three (3) years' experience performing business analysis, requirements definition, or functional configuration similar to the proposed solution • A minimum of five (5) years' experience creating, analyzing, or refining business process models using standard Business Process Management tools • One (1) or more years of experience on a government application (Federal, State or Local)

Key PERSONNEL	QUALIFICATIONS
Scrum Master	<ul style="list-style-type: none">• A minimum of five (5) years of IT and project/program management.• Bachelor's degree in Communications, Business, Computer Science, or a related discipline Excellent interpersonal, organizational, team building and conflict management skills• In-depth knowledge of business functions and extensive understanding of business operations, strategies and objectives• Experienced in all phases of SDLC (Software Development Lifecycle) and extensive knowledge of Agile frameworks like Scrum and Kanban• A minimum of three (3) years experience as a Scrum Master or Agile Coach• Solid understanding of the gathering and usage of metrics that enable agile teams and organizations.• Strong communication, facilitation, presentation and consensus building skills.

Key PERSONNEL	QUALIFICATIONS
Maintenance and Operations Manager	<ul style="list-style-type: none">• Minimum of five (5) years' experience with IT operations• Bachelor's degree in Computer Science or related field• Deep understanding of Data Protection, Cloud Availability, Backup & Restore solutions• Experience with at least one Public Cloud Provider (AWS, Azure, GCP)• Extensive knowledge of database backup and restore• Experience working with enterprise storage technology• Experience working with automation tools• Operates effectively in a fast-paced, positive, high energy environment• Strong practical experience with ITIL processes and principles• Experience with database / data warehousing and high-performance computing environments• Strong management skills, but also possesses the ability to contribute to in-depth technical discussions• Experience with Service-level reporting: Availability / Incidents / SLA's• Minimum of five (5) years' experience with managing operations for Cloud-based applications• Minimum of one (1) or more years of experience on a government application (Federal, State or Local).

Key PERSONNEL	QUALIFICATIONS
Develope	<ul style="list-style-type: none">• Minimum of five (5) years' experience as an application developer in a business or government environment similar to the proposed solution• Minimum of three (3) years of experience developing cloud-based applications implemented in a distributed environment• Minimum of three (3) years of experience implementing modern GUI design• Minimum of one (1) year of experience implementing system security standards and functionalities• Minimum of one (1) year of experience on a government application (Federal, State or Local)• One (1) to three (3) years of experience as the Developer working for products / projects for systems that are comparable to the Contractor's solution that is proposed for the CalVax System

Key PERSONNEL	QUALIFICATIONS
Data Integrator	<ul style="list-style-type: none">• Minimum of five (5) years' experience as a data integrator in a business or government environment similar to the proposed solution• Minimum of three (3) years of experience as a data integrator in cloud-based applications implemented in a distributed environment• A minimum of two (2) years' experience in performing Extract, Transform, and Load (ETL) and developing APIs• Minimum of one (1) year of experience implementing data integration security standards and functionalities• Minimum of one (1) year of experience on a government application (Federal, State or Local)• One (1) to three (3) years of experience as the Data Integrator working for products / projects for systems that are comparable to the Contractor's solution that is proposed for the CalVax System

Key PERSONNEL	QUALIFICATIONS
Data Engineer	<ul style="list-style-type: none">• Minimum of five (5) years' experience as a Data Engineer in a business or government environment similar to the proposed solution• Minimum of three (3) years of experience as a data engineer for cloud-based applications implemented in a distributed environment• Minimum of two (2) or more years' experience creating dashboards and visualizations using tools such as Tableau or Power BI, and development in cloud environments• Minimum of two (2) years as a data engineer, building data pipelines on Cloud using Python/Scala/Java or COTs ETL products, securing and governing Data on Hybrid environment, and creating and managing Data Models (Conceptual, Logical and Physical) for similar solution• Minimum of one (1) year of experience implementing data security standards and functionalities• Minimum of four (4) years of experience in developing data visualizations (reports and graphs)• Minimum of one (1) year of experience on a government application (Federal, State or Local)• One (1) to three (3) years of experience as the Data Engineer working for products / projects for systems that are comparable to the Contractor's solution that is proposed for the CalVax System

Key PERSONNEL	QUALIFICATIONS
Application Architect	<ul style="list-style-type: none">• Minimum of five (5) years' experience as an Application Architect• Minimum of three (3) years of experience performing detailed application design and unit and system integration testing• Experience with Enterprise level Data Analytics Platforms• Strong Cloud and modern platforms experience• Understanding of Data Analytics application stack – ETL and Reporting tools• Minimum of four (4) years Full Stack development• Demonstrated hands on Virtual Hosting application development experience – Project leadership in Designing Solutions in the cloud• Deep hands on knowledge and experience in Cloud Architecture

Key PERSONNEL	QUALIFICATIONS
System Architect	<ul style="list-style-type: none">• Minimum of five (5) years' experience as a System Architect directly responsible for architecting integrated IT systems• Experience with Enterprise level Data Analytics Platforms• Strong Cloud and modern platforms experience• Understanding of Data Analytics application stack ETL and Reporting tools• Experience with hands-on technical leadership for systems development projects, including providing system and infrastructure architecture, logical and physical design, development, and deployment• Experience as a Certified Cloud Solutions Architect, including architecting and designing SaaS solutions and integration with other services and apps in hybrid environments• Knowledge of core concepts of architecture, logical, and physical design for solutions or systems involving APIs• Design cloud-based solutions to collect, process, store and make available for search and analytics• Must have defined and implemented physical and logical technical architectures for at least two (2) IT projects that utilized a similar infrastructure as the proposed CalVax System infrastructure. A similar infrastructure is defined as one reusing or integrating with existing enterprise applications and services• Minimum of two (2) years' experience as a Technical Lead or Technical Architect implementing similar solution as the proposed solution

Key PERSONNEL	QUALIFICATIONS
Product Designer	<ul style="list-style-type: none">• Minimum of (5) years' experience as a Product Designer and Reporting tools• Minimum of (5) years' experience in consulting with clients to determine design requirements• Experience in presenting and communicating design concepts and ideas, using design software• Experience in researching product and user interface design ideas

Key PERSONNEL	QUALIFICATIONS
Information Security Specialist	<ul style="list-style-type: none">• Minimum of five (5) years' experience as an Information Security Specialist• Minimum of three (3) years of experience documenting security requirements for an application implemented in a distributed environment• Experience developing and reviewing security policies, standards, and procedures and communicating to user-base• Thorough understanding of the NIST risk management framework and related industry best practices• Must have experience and be capable of independently developing Security Authorization work products• Experience with FedRAMP security controls for an Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS) cloud paradigms• Knowledge of the application of security policies and procedures, security awareness programs, business continuity, disaster recovery plans, and operational recovery plans; and the National Institute of Technology (NIST) 800-53 framework• Bachelor's degree or equivalent experience in an information technology or information security discipline• Security Certifications preferred (e.g. CISSP, GIAC, CISA, CISM)• Minimum of one (1) or more years of experience on a government application (Federal, State or Local)

Key PERSONNEL	QUALIFICATIONS
Trainer	<ul style="list-style-type: none"> • A minimum of five (5) years' experience training users on solutions similar to proposed solution • A minimum of five (5) years' experience developing and customizing training materials for solutions similar to proposed solution • A minimum of five (5) years' experience developing and customizing training plans for solutions similar to proposed solution • One (1) or more years of experience providing training on a government application (Federal, State or Local) • One (1) to three (3) years of experience as the Trainer for products/projects for systems that are comparable to the Contractor's solution that is proposed for the CalVax System <ul style="list-style-type: none"> - The system must be for a state, county, or city government with a population greater than 1,000,000 people.

3.2. KEY STAFF PERSONNEL CHANGES

The Contractor must commit to the continuing availability and participation of the staff filling the Key Staff roles, to the extent of the Contractor's control, for the duration of the Contract or for their proposed period of involvement. The following outlines the key staff personnel changes provisions:

1. Contractor shall obtain prior approval in writing from the State before attempting to change Key Staff. This includes substitutions made between submission of the Final Proposal and the actual start of the Project, as well as staffing changes that may occur during the course of the Contract.
2. During the Contract term, including any period of time for which a Stop Work Order is issued, Contractor shall not make changes in the assignment of its

Key Staff except in the event of death, leave of absence, illness, retirement, disability, termination, or leaving Contractor's employment and not serving as a consultant or subcontractor to Contractor, or subject to mutual agreement by the parties to allow for removal.

3. If a member of Contractor's Key Staff is unable to perform due to factors beyond Contractor's reasonable control (e.g., illness, resignation), the Contractor will use its best efforts in promptly providing suitable substitute personnel.
4. The State may request that Contractor replace staff (Key and non-Key) and shall advise Contractor in writing of the basis for the request.
5. If a Key Staff member notifies the Contractor that they will be leaving the project, the Contractor must notify the Project Director or designee within two (2) State business days after being notified by the Key Staff member.
6. In the event replacement of Key Staff is necessary, Contractor shall provide a replacement candidate that meets or exceeds the requirements as defined in this Contract, within ten (10) calendar days of the date the Key Staff member becomes unavailable and allow the State the opportunity to interview and approve the candidate.
7. The State shall have the right to contact references, evaluate information provided, and determine if the Key Staff candidate is acceptable.
8. The California Vaccine Management Solution (CalVax) Project Director or designee has up to five (5) State business days to approve or disapprove the selected replacement.
9. If the State rejects a Key Staff candidate and a qualified replacement is not provided to the State for approval within seven (7) calendar days of the rejection, Contractor shall be in material breach of the Contract unless the State provides an extension in writing before the deadline is exceeded.
10. The State will not unreasonably delay or deny acceptance of Contractor's personnel.
11. The Key Staff candidate receiving acceptance by the State shall be available to start immediately unless otherwise agreed to by the State.

4. CONTRACT WORK PRODUCTS

The Contractor is responsible for completing the tasks and work products necessary to deliver the CalVax Solution Requirements. The State expects the Contractor to adhere to the State's process for work products based on agreed upon work product templates and timeframes. The Contractor may be required to submit multiple draft versions until the State is satisfied with the content, form, and quality of the work product.

The Project Work Products in Table 4.1 below detail the submission and frequency when the work products are due for State review and/or approval.

Table 4.1: Project Work Products

Number	Work Product	Submission/Frequency
1	Project Kick Off Meeting	Upon Agreement start
2	Product Release Roadmap	Upon Agreement start Updated after each Sprint
3	Communications Plan	As agreed, upon by the State and Contractor during project kick off
4	End User Training Plan	As agreed, upon by the State and Contractor during project kick off
5	Information Security Plan	As agreed, upon by the State and Contractor during project kick off
6	Implementation Plan <ul style="list-style-type: none"> • Solution and Integration/Interface Architecture • Solution Release Approach • Data Migration Approach • Organizational Change Management Approach • Change Management Approach • Maintenance and Operations Approach 	As agreed, upon by the State and Contractor during project kick off Content updated progressively as appropriate/needed through final CalVax release
7	Product Backlog	Updated each Sprint

8	Potentially Releasable Product Increment	Delivered each Sprint
9	Data Dictionary Document	Submitted and/or updated with each system release
10	Transition Plan	Draft submission three (3) months prior to contract term date

4.1. WORK PRODUCT SUBMISSION AND FORMAT

Prior to initiating development of each Project work products, the Contractor must obtain the State's approval for format and content of the work product. The State review period for the work product shall be completed in a reasonable time period. All work products shall be provided in a format compatible with the CDPH standard and approved by the CDPH CalVax Project Management. In all cases, the Contractor shall verify application compatibility with the CDPH CalVax Project Management prior to creation or delivery of any electronic documentation. All interim diagrams, charts, or other graphics inserted into work products shall be provided in the original file format used for their creation. An example might be a Microsoft Visio process flow inserted into a document; the original Visio source file shall also be provided electronically. Any deviations to these standards shall be approved by the CDPH CalVax Project Management.

5. UNANTICIPATED TASKS

1. In the event that additional work shall be performed which was wholly unanticipated and is not specified in the SOW but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.
2. For each item of unanticipated work not specified in the SOW, a WOA will be prepared.
3. It is understood and agreed by both parties to this contract that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such WOA. Such WOA shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.
4. Each WOA shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the contractor, including:

1. The job classification(s) or approximate skill level(s) of the personnel to be assigned available by the contractor,
 2. An identification of all significant material to be developed by the Contractor and delivered to CDPH
 3. An identification of all significant materials to be delivered by CDPH to the contractor
 4. An estimated time schedule for the provisions of these services by the contractor
 5. Completion criteria for the work to be performed,
 6. The name or identification of the Contractor personnel to be assigned,
 7. The Contractor's estimated work hours required to accomplish the purpose, objective or goals, and
 8. The Contractor's billing rates as identified in Exhibit 4, Cost Workbook Unanticipated Tasks, and the contractor's estimated total cost of the WOA.
5. All WOAs shall be in writing prior to beginning work and signed by the Contractor and CDPH. The Contractor shall not begin work on a WOA until the authorized CDPH, staff (Staff Counsel, IT Acquisitions Manager, and CDPH, Contract Official) and the Contractor have approved the WOA.
 6. CDPH, has the right to require the Contractor to stop or suspend work on any WOA pursuant to the "Stop Work" provision of the General Provisions.
 7. Personnel resources will not be expended (at a cost to California Department of Public Health, on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
 1. If, in the performance of the work, the Contractor determines that a WOA to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify CDPH, in writing of the Contractor's estimate of the work hours, which will be required to complete the WOA in full. Upon receipt of such notification, CDPH, may:
 1. Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the WOA (such an authorization not unreasonably to be withheld), or
 2. Terminate the WOA, or
 3. Alter the scope of the WOA in order to define tasks that can be accomplished within the remaining estimated work hours.
 4. CDPH, will notify the Contractor in writing of its election within

seven (7) calendar days after receipt of the Contractor's notification. If notice of the election is given to proceed, the Contractor may expend the estimated additional work hours or services. The CDPH, agrees to reimburse the Contractor for such additional work hours, in accordance with the terms of the WOA.

8. Contractor shall be paid for services and/or work products provided pursuant to a WOA on a time and material basis. Each monthly invoice for Contractor services and/or work products provided pursuant to a WOA shall be subject to a payment withhold (referred to herein as "Payment Withhold") of five (5) percent.
9. The Payment Withhold will be modified in the following circumstances:
 1. If the Contractor fails to successfully complete two (2) consecutive WOAs, the Payment Withhold shall be increased to ten (10) percent. Failure to successfully complete a WOA shall mean the Contractor did not satisfy all acceptance criteria, as determined by the State, in its sole discretion, within the total cost set forth in the WOA. Failure to complete a WOA shall also be defined as set forth in subsection 5(c), below.
 2. The Payment Withhold shall return to five (5) percent upon the successful completion of two (2) consecutive WOAs. A successfully completed WOA shall mean that the Contractor satisfied all acceptance criteria, as determined by the State, within the timeframe and total cost set forth in the WOA.

6. DATA HANDLING & SECURITY POLICIES

6.1. SECURITY POLICIES

The Contractor and subcontractor workforce members and agents must adhere to the following security and privacy standards in effect as of the Agreement Effective Date and only as applicable to Contractor's Services outlined in this SOW and under the control of Contractor or Contractor's Subcontractors:

1. California Department of Public Health Information Privacy and Security Requirements (see Bidders' Library).
2. California Department of Technology [CDT Information Security](#).
3. Contractor specifically represents and warrants that it has established and during the term of this Agreement will at all times maintain a privacy program that protects the privacy of personnel information as prescribed by the applicable privacy laws and regulations
4. Contractor will provide a secure environment for any and

all hardware and software (including servers, network, and data components) to be provided by Contractor as part of its performance under this Agreement. Contractor represents that the security measure it takes in performance of its obligations under this Agreement are, and will at all times: (i) have implemented the "moderate" impact controls of National Institute of Standards and Technology (NIST) 800-53 security requirements; (ii) any other security requirements, obligations, specifications, and event reporting procedures set forth in this Agreement; or (iii) any security requirements, obligations, specifications, and/ or event reporting procedures set forth in any applicable Task Order or Statement of Work.

5. **Information Security Program.** Contractor specifically represents and warrants that it has established and during the term of this Agreement will at all times maintain an Information Security Program which includes: Security Policies, Security Procedures, and Security Controls and provided to CDPH via written documentation; An accurately completed risk assessment of the proposed CalVax solution upon execution of this Agreement and periodically throughout the term of the Agreement with a minimum of at least once annually thereafter; A security incident management program; A security awareness program; A security change management program to promote stability and reliability of Contractor's security environment during the security change process; and Business continuity and recovery plans, including regular testing.
6. **Security Architecture.** Contractor specifically represents and warrants that with respect to Contractor-owned and/or controlled Hardware, Software and Environments, Contractor has established and during the term of this Agreement will at all times maintain: A security architecture that reasonably ensures implemented and effective NIST 800-53 security controls; A system of effective firewall(s) and intrusion detection technologies necessary to protect CDPH data; Appropriate network security design elements that provide for segregation of data; Procedures to encrypt information in transmission and storage; Procedures to ensure regular testing of Contractor's security systems and processes; Database and application layer design processes that ensure website applications are designed to protect CDPH data that is collected, processed, and transmitted through such systems.
7. **System Management.** Contractor specifically represents and warrants that with respect to Contractor-owned and/or controlled Hardware, Software and Environments, Contractor has established and during the term of this

Agreement will at all times maintain: Mechanisms to keep security patches current; Monitoring systems and procedures to detect attempted and actual attacks on or intrusions into CDPH data; Procedures to monitor, analyze, and respond to security alerts; Use and regular update of commercial state-of-the-art antimalware software; and Procedures to regularly verify the integrity of installed software.

8. **Access Control.** Contractor specifically represents and warrants that with respect to Contractor-owned and/or controlled Hardware, Software and Environments, Contractor has established and during the term of this Agreement will at all times enforce: Appropriate mechanisms for user authentication and authorization in accordance with a "need to know" policy; Controls to enforce rigorous access restrictions for remote users, contractors and service providers; Timely and accurate administration of user account and authentication management; Mechanisms to encrypt or hash all passwords; Procedures to immediately revoke accesses of inactive accounts or terminated/transferred users; Procedures maintaining segregation of duties; Procedures to ensure assignment of unique IDs to each person with computer access; and Procedures to ensure Contractor-supplied defaults for passwords and security parameters are changed and appropriately managed.
9. **Physical Access.** Contractor specifically represents and warrants that with respect to Contractor-owned and/or controlled Hardware, Software and Environments, Contractor has established and during the term of this Agreement will at all times enforce: Physical protection mechanisms for all information assets and information technology to ensure such assets and technology are stored and protected in appropriate data centers; Appropriate facility entry controls are in place to limit physical access to CDPH Data and CDPH's computer system and/or network that store or process data; Procedures to ensure access to facilities is monitored and restricted on a "need to know" basis; Measures to protect against destruction, loss, or damage of CDPH data and CDPH dependent computer system and/or network due to potential environmental hazards, such as fire and water damage or technological failures; and Controls to physically secure all CDPH sensitive information and to properly destroy such information when it is no longer needed.
10. **Employee Background Check.** Where permitted by law, Contractor agrees to perform and ensure successful completion/clearance of background checks: (i) upon hire for each Contractor employee, and (ii) for all new Contractor contract employees that are assigned to perform work on or who

have access to CDPH Information.

11. **Accountability.** Contractor specifically represents and warrants that with respect to Contractor-owned and/or controlled Hardware, Software and Environments, audit/ transaction logs are collected from systems and applications that store, process or transport CDPH data, and they are periodically checked for anomalies.
12. **Audit.** Contractor acknowledges and agrees that CDPH may audit Contractor to confirm that Contractor has satisfied the obligations of this section of the Agreement. Contractor shall act in a commercially reasonable manner to correct any deficiencies mutually identified and to bring itself promptly into compliance with its obligations under this Agreement.

7. CONFLICT RESOLUTION

The parties shall use their best, good faith efforts to cooperatively resolve conflicts and problems informally that arise in connection with this Agreement, pursuant to this Section and as provided in the General Provisions – Information Technology (GSPD-401IT-09/05/2014, Provision 44, Disputes). Both parties shall continue without delay to carry out all their respective responsibilities under this Agreement while attempting to resolve the conflict under this Section.

When a conflict arises between the State and the Contractor that cannot be resolved informally:

1. The Contractor Project Manager, the CDPH California Vaccine Management Solution (CalVax) Project Technical Director and the CDPH CalVax Project Business Director shall each provide a written notice to the other party of the conflict.
2. The notice shall specify the issues in conflict and the position of the party submitting the notice.
3. The Contractor Project Manager, the CDPH CalVax Project Technical Director, and the CDPH CalVax Project Business Director shall use their best, good faith efforts to resolve the conflict within five (5) State business days of submission by either party to the other of such notice of the conflict.
4. If the Contractor Project Manager, the CDPH CalVax Project Technical Director, or the CDPH CalVax Project Business Director are unable to resolve the conflict within such five (5) days:
5. Either party may escalate the conflict for resolution to the CDPH Chief Information Officer (CIO) and the Contractor's counterpart.

6. Such escalation must specify, in writing, the issues in conflict, the escalating party's position and understanding of the relative positions of the other parties. All parties must be copied on all escalation correspondence.
7. The CDPH CIO and the Contractor's counterpart shall use their best, good faith efforts to resolve the conflict within ten (10) State business days of an escalation to resolve the conflict.
8. If the CDPH CIO and the Contractor counterpart are unable to resolve the conflict within such ten (10) days, the parties will follow instructions within the General Provisions – Information Technology (GSPD-401IT-09/05/2014, Provision 44, Disputes) within five (5) State business days thereafter.

8. INSURANCE

The Contractor shall meet the following insurance requirements while performing work under this Agreement:

1. Commercial General Liability

- The Contractor must furnish to the State a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or legal action is brought subject to the Contractor's limit of liability.
- The certificate of insurance must be issued by an insurance company of AM Best rating of A- VII or higher or be provided through partial or total self-insurance acceptable to DGS.
- The certificate of insurance must include the following provisions:
 1. The Contractor will not cancel the insureds coverage without giving 30 calendar days prior written notice to the state.
 2. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Agreement.
 3. The Contractor agrees that the insurance required herein will remain in

effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the contractor agrees to provide, within 30 calendar days after said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein.

4. The State will not be responsible for any premiums, deductibles, or assessments on the insurance policy

2. Workers Compensation

- Contractor shall, in full compliance with State law, provide or purchase, at its sole cost and expense, and this shall remain in full force and effect during the term of the Agreement, statutory California's workers' compensation coverage for its employees and Employer's Liability in the minimum amount outlined above. The State will not be responsible for payment of premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under applicable laws during the performance of duties and Services under this Agreement.

1. Employers Liability insurance covering the risks of Contractor's Staff and employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease and \$1 million disease policy limit

9. Assumptions and Constraints

The State understands the Contractor's performance is dependent on the State's timely and complete performance of those tasks and responsibilities specified in this SOW ("State Responsibilities"). In addition, the State understands the Contractor agreed to perform the Services based on the assumptions listed below (the "Assumptions"). In addition to any other responsibilities or duties described in this SOW, set forth below are the State Responsibilities and Assumptions for the Project.

1. The Contractor is working under the authority and direction of the State to enable countermeasures to be deployed during the COVID 19 health threat which constitutes a public health emergency, said work to include the administration of the program and investigation as needed to execute necessary countermeasures to combat the threat to the public health. Contractor will perform all services under the State's instructions, specifications, and requirements with respect to regulatory compliance and the State's legislative, executive and

administrative responsibilities. The foregoing assumption shall not exempt the Contractor from its compliance with any applicable State and Federal statutes or regulations as set forth in the General Provisions – Information Technology, Section 7.

2. With respect to the collection and reporting of data, the parties will work together to define the specific scope of any analytics/reporting services. The Contractor's scope shall exclude the collection of any data via mobile phones or other devices in the initial release. The State may add the need for mobile phone use to the backlog and prioritize the work during grooming.

3. The parties will work together in good faith to determine if general data can be obtained, through legally permissible means and in compliance with applicable privacy law and policies, to help identify open or closed health facilities, stores and/or businesses.

4. The Contractor's Services will be delivered using the Contractor Delivery Methodology for Agile Development.

5. The State will access the Contractor's Delivery Tools (e.g. ACP/AIP) during the Term of this Agreement, as described more fully below.

6. The State and the State's subcontractors working on the Project will be sufficiently skilled to participate in and support the approach deployed by the Contractor. Any training or additional effort required to address any differences in approach or deficiencies in this regard will be remedied through training and resource sharing from the Contractor.

7. If, after the Project has started, it is determined that the information provided by the State is inaccurate or incomplete in any material manner, the parties will negotiate an adjustment in the project scope and fees, as applicable, per the change process set forth in Exhibit 3 Budget Details and Payment Provisions.

8. The State will be responsible for satisfying all IT hardware requirements and infrastructure requirements. This includes, but is not limited to:

- a) Access to the State's business systems including email, SharePoint, Microsoft Teams;
- b) Access to the State's technology systems, including development, test and pre-production platforms, including the permissions to perform software deployments
- c) Development, test, pre-production, and production environments on which the system components will be developed and tested; and
- d) The Tools required to manage all the environments and solution components.

9. The State's operational support teams will not unreasonably delay or refuse to accept the Project on the basis of factors that are outside the Contractor's control, for example where design decisions impact the supportability of the platform.

10. During the Term, the Contractor shall have exclusive access to the code base and only defect resolution changes made by the Contractor's support team shall be deployed into the production environment.

11. The State has obtained all consents necessary from third parties reasonably

required for the Contractor to perform its obligations hereunder, and the State will be responsible for the contractual relationship with and performance of such third parties as required.

12. The State will be responsible for ensuring that consent is obtained from individuals to share any data with the Contractor and for its use in connection with this Project.

13. The Contractor accepts no responsibility for the accuracy or integrity of any data provided in connection with this Project nor will it verify the accuracy or integrity of such data. Contractor shall not be required to verify any information that is entered into the System or received from other systems. The Contractor shall aggregate and map data but will not change the data in this file in any way, provided that the Contractor shall aggregate and/or anonymize the data if specifically provided for in this SOW.

14. The State will not require the Contractor to use any third-party data set.

15. Any Personal Data will be maintained on the State's systems. Some Personal Data may be accessed by the Contractor to create mutually agreed upon reports.

16. The parties acknowledge that Contractor is not: (a) providing or developing a medical device or becoming a contract manufacturer; (b) providing medical, pharmaceutical, legal or regulatory advice or engaging in the practice of medicine, pharmacy or law; (c) engaging in export or import of vaccines; (d) making any decisions or recommendations as to how or to whom vaccines are distributed or the methodology for determining distribution; (e) acting or being licensed as a pharmacy wholesaler, distributor or similar entity which may require license/registration under federal, state or local law; (f) acting as a pharmacy benefit manager; or (g) undertaking any consumer-facing responsibilities.

17. The parties agree that the scope of work under this Contract arises from, is related to or is resulting from the administration to or the use by an individual of a covered countermeasure as set forth in the Public Readiness and Emergency Preparedness Act (the "Act") to the extent permitted thereunder. As such, the parties intend that each of them shall be entitled to the full scope of immunity from liability under the Act as set forth therein. Further, each of the parties agrees to reasonably cooperate with the other to ensure that each shall receive the full scope of immunity from liability afforded under the Act.

18. The Contractor Insights Platform (AIP) License is provided to Client as part of the Agreement between the parties for the CalCONNECT system (Agreement # 19-11104).

19. Contractor will leverage resources engaged on the CalCONNECT Agreement (Agreement # 19-11104) for the management and oversight of the Security Operations Team, and the sub-workstream activities. In the event the CalCONNECT Agreement ends prior to this Agreement, the parties agree to work together in good faith to make any necessary updates to this SOW, schedule, or price.

20. The State will be responsible for its operation and use of the Services and for determining whether to use or refrain from using any recommendation that may be made by Contractor. The State will be solely responsible for determining whether any Services provided by Contractor (i) meet State requirements; (ii) comply with all laws and regulations applicable to the State; and (iii) comply with the State's applicable internal guidelines and any other agreements it has with third parties.

21. Both parties agree that this engagement shall remain as fluid and agile as possible, as the COVID-19 environment is constantly changing. As such, the Work Order Authorization (WOA) process will be used post State System Acceptance of Release three to further refine and/or revise the scope of services as necessary to ensure a successful engagement.

10. Revisions to General Provisions – Information Technology (GSPD-401IT)

1. Warranty.

For purposes of this Agreement the following language shall replace and supersede the warranty period set forth in the IT General Provisions Section 18(a)

- the warranties shall begin upon delivery of the goods and services in question and extend for the term of the contract or for 6 months, whichever is longer.

2. Limitation of Liability

For purposes of this Agreement, and pursuant to the authority granted to the California Department of Technology, Deputy Director, Statewide Procurement Division, in the event of an unauthorized use or disclosure of Personal Data caused by the Contractor's breach of (i) the Contractor's obligations under Section 6.1 of this SOW or (ii) any statutes, rules, regulations or orders governing Personal Data, Contractor's liability will be limited to an amount equal to Sixty million US dollars (\$60,000,000) and any conflicting provisions of Section 26(b)(i) and 26(d)(ii) with respect to Contractor's liability for Personal Data shall not apply.

3. Indemnification

For purposes of clarification, Contractor's obligation to indemnify the State pursuant to IT General Provisions Section 28, shall not apply to any personal injury or death claims from members of the public arising from the Services.

Exhibit 2 Requirements

REQ ID	Business Category	Business Line	REQUIREMENT DESCRIPTION	Targeted Release Date
AF-01	Administrative Functions	Call List	The system must allow the State to track call information from providers to the State.	Release 1
AF-02	Administrative Functions	Communication	The system must allow authorized users to create, share, and save "memos," (i.e. manually initiated messages to other users).	Release 1
AF-03	Administrative Functions	Field Reps	The system must have the ability for authorized (State) users to request and track "field rep follow-ups," actions assigned to State Field staff to interact with a provider.	Release 2
AF-04	Administrative Functions	Field Reps	The system must allow authorized (State) users to maintain a list of field representatives mapped to their assigned region.	Release 2
AF-05	Administrative Functions	Field Reps	The system must allow State Field staff users to record and view details about provider visits, including but not limited to, the visit date, the Field staff who attended the visit, the type of visit, photos and documents from the visit, and outcomes from the visit.	Release 2
AF-06	Administrative Functions	Holiday/Vacation Hold	The system must allow authorized (State) users to place a holiday/vacation hold on an organization or site to prevent shipment from being properly received.	Release 2
AF-07	Administrative Functions	LHD Users	The system must capture the LHD region and jurisdiction when creating an account for a LHD user.	Release 1
AF-08	Administrative Functions	Maintaining lists of values	The system must allow the State to maintain drop-down lists for selectable fields that display on-screen.	Release 1
AF-09	Administrative Functions	Manage Users	The system must allow authorized (State) users to manage users accounts, including the ability to inactivate users.	Release 1
AF-10	Administrative Functions	Notes	The system must allow authorized users to create and save notes on an organization's account or an order, including call direction (incoming or outgoing) and the text of the correspondence for messages to and from providers.	Release 1
AF-11	Administrative Functions	Order Review & Approval Workflow	The system must allow authorized (State) users to assign (and reassign) orders for processing to Customer Service Representatives (CSRs).	Release 1
AF-12	Administrative Functions	Order Review & Approval Workflow	The system must include a configurable workflow for State Customer Service Representatives (CSRs) from assignment of order review through order approval to VTrckS upload of an order.	Release 1
AF-13	Administrative Functions	PEAR interface	The system must be able to import provider visit and interaction data from CDC's Provider Education and Assessment Reporting Tool (PEAR) and display the provider visit and interaction data on-screen.	Release 2
AF-14	Administrative Functions	Recertification	The system must display an enrollment recertification dashboard to authorized (State) users, including the number of organizations enrolled, the number of organizations disenrolled, the number of delinquent organizations. Data must be limited to a regional view for State Field staff but accessible at the state level for authorized Program staff.	Release 4/5
AF-15	Administrative Functions	Reporting	The system must provide reports of active providers and a list of inactive providers, visible to State and LHD users.	Release 1
AF-16	Administrative Functions	Reporting	The system must be able to report on vaccine loss for a specific provider, for a set of providers, within a jurisdiction, or throughout the state.	Release 3
AF-17	Administrative Functions	shipping logs	The system must have the ability for authorized (State) users to manage shipping logs.	Release 2
AF-18	Administrative Functions	Vaccine List	The system must allow authorized (State) users to maintain a list of vaccines and related information.	Release 1
AF-19	Administrative Functions	Vaccine List	The system must allow authorized (State) users to maintain a vaccine list and mark the vaccine as available for ordering. If the vaccine is not available for ordering, the State users must be able to indicate that it is available for inventory.	Release 1
AF-20	Administrative Functions	Vaccine List/Formulary	The system must allow authorized (State) users to set up and maintain a product formulary, including turning on and off vaccines from view, customizing which types of providers have access to products, and maintaining product funding codes.	Release 2
DA-01	Dose Allocation	Summary	The system must display summary dose accountability summary information at the organization level and at the vaccine level to LHD and State users.	Release 3
DA-02	Dose Allocation	Business rules	The system must allow the State to configure thresholds for discrepancies between doses administered and inventory. (For example, if the provider has below a 5% inventory discrepancy, allow order.)	Release 3
DA-03	Dose Allocation	Business rules	The system must include configurable thresholds for dose accountability issues and enforce holds on orders that exceed the set threshold.	Release 3
DA-04	Dose Allocation	CDC Requirements	The system must integrate with CAIR2 to import dose accountability information (Doses in the Registry) from CAIR2 IIS and import files from the SDIR and RIDE IISs.	Release 3
DA-05	Dose Allocation	Auditing	The system should provide a summary of doses lost, wasted, unaccounted to date by vaccine aggregated by provider, by jurisdiction, and across the state.	Release 3
DA-06	Dose Allocation	Auditing	The system should have the ability to highlight dose accountability issues for provider organizations by jurisdiction and State-wide.	Release 3
DA-07	Dose Allocation	Auditing	The system should have the ability to integrate with data on CAIR to ensure administered doses to appropriate populations and cohorts (e.g. VFC doses intended for children are not being administered to adults).	Release 3
DA-08	Dose Allocation	History	The system must maintain inventory history and dose accountability history for investigation purposes.	Release 3
DA-09	Dose Allocation	Reporting	The system must have the ability to generate standard and ad-hoc reporting of dose accountability information (for example, shipping logs, inventory, transfers, excursion/loss, and waste).	Release 3
DA-10	Dose Allocation	Vaccine Return	The system must automatically import distributor reports of adjustments to returned vaccine, update the returned vaccine amount based on the report, and flag the change for the State to review and approve.	Release 3
DA-11	Dose Allocation	Vaccine Loss & Transfer	The system must have the ability for organizations to document lost or spoiled vaccines.	Release 3
DA-12	Dose Allocation	Vaccine Loss & Transfer	The system must have the ability for organizations to document vaccine transfers.	Release 3
DA-13	Dose Allocation	Vaccine Loss & Transfer	The system must have the ability to automatically adjust an organization's inventory based on transfers and storage and handling issues.	Release 3
DA-14	Dose Allocation	Vaccine Loss, Transfer, & Return	The system must capture details about vaccine returns; at minimum, CDC data requirements.	Release 3
DA-15	Dose Allocation	Vaccine Loss, Transfer, & Return	The system must have the ability for a provider to fill out an online form to request a return and select whether to receive the shipping label via email or mail.	Release 3
DA-16	Dose Allocation	Vaccine Loss, Transfer, & Return	The system must collect data on wasted vaccine in a format that can be exported into the EXIS file format for vaccine return.	Release 3
DA-17	Dose Allocation	Vaccine Loss, Transfer, & Return	The system must meet CDPH data requirements for organizations to report vaccine loss, transfer, and return.	Release 3
DA-18	Dose Allocation	Vaccine Loss, Transfer, & Return	The system must meet CDC data requirements for organizations to report vaccine loss, transfer, and return and transmission of the reported data to CDC.	Release 3
DA-19	Dose Allocation	VTrckS	The system must provide visibility into line items to adjust in VTrckS.	Release 3
DA-20	Dose Accountability	Vaccine Loss & Transfer (Redistribution)	The system must incorporate redistribution doses (inventory) received from a redistribution site by a receiving facility.	Release 3
DA-21	Dose Accountability	Vaccine Loss & Transfer (Redistribution)	The system must have the ability for organizations to document vaccine redistribution transfers (include all CDC reporting requirements)	Release 3
DA-22	Dose Accountability	Vaccine Loss & Transfer (Redistribution)	The system must have the ability to automatically adjust an organization's inventory based on redistribution transfers.	Release 3
MISC-01	Miscellaneous	Address Standardization	The system must validate and standardize entered addresses.	Release 1
MISC-02	Miscellaneous	Communication	The system must have the ability to manage partner relationship management by enabling customizable communications between the State, LHDs, and organizations.	Release 1
MISC-03	Miscellaneous	Communication	The system must include customizable templated email notifications (user- or event-driven) with the ability to pull system data to display in the notification.	Release 1
MISC-04	Miscellaneous	Data Conversion	The vendor must provide a written plan for data migration and conversion from the existing systems such as Calva solution and COVIDReadi. The plan must include identification of data to migrate, mapping of fields between systems, cleaning, validation, transformation and conversion procedures.	Release 1

Exhibit 2 Requirements

MISC-05	Miscellaneous	Data Conversion	The vendor must perform data migration from COVIDReadi and the existing CalVax solution into the VMS solution.	Release 1
MISC-06	Miscellaneous	Identity Management	The system must integrate with an identity management solution for user registration and account management, including password reset.	Release 1
MISC-07	Miscellaneous	Online Help	The system must include online help, including field and page-level assistance for users.	Release 1
MISC-08	Miscellaneous	Role-Based Permissions	The system must implement role-based permissions. At minimum, the system must provide user roles for State, Local Health Department, and organization users. Role-based permissions will dictate which organizations' data the user may see and report on and which screens and functions the user may access.	Release 1
MISC-09	Miscellaneous	Role-Based Permissions	The system must allow authorized (State) users to configure permissions and capabilities of existing user roles and add new roles to the system.	Release 1
OM-01	Organization Management	Manage Org Info	The system must allow authorized users to update submitted enrollment data where appropriate (for example, contact information may be updated but an electronic signature cannot be updated).	Release 2
OM-02	Organization Management	Manage Org Info	The system must include configurable business rules for validation of updates made by the organization and require the organization to fix any errors before submitting any updates.	Release 2
OM-03	Organization Management	Manage Org Info	The system must include configurable business rules to identify which organization information updates require reviewed by the State.	Release 2
OM-04	Organization Management	Manage Org Info	The system must notify State users when an organization makes changes to its enrollment data that the system flags for State review.	Release 2
OM-05	Organization Management	Manage Org Info	The system must ensure that updates to organization data that require VTrckS synchronization are tracked and result in update transactions to be added to the VTrckS Provider Master file.	Release 2
OM-06	Organization Management	History	The system must retain a audit history of changes to organization information, including the organization's status.	Release 2
OM-07	Organization Management	Org Structure	The system must accommodate both CAIR2's parent/child organization relationship and the CDC's required organization/location relationship structure for COVID vaccine.	Release 3
OM-08	Organization Management	ID crosswalk	The system must maintain a crosswalk between the VMS IDs and the assigned IIS Org ID (for CAIR2, RIDE, SDIR), the VFC/VFA PIN (if the organization is enrolled in the VFC or VFA Program), and VTrckS Provider PIN.	Release 2
OM-09	Organization Management	Change of Ownership	The system must be able to capture historical changes in organization ownership, including a change to the associated provider of record, and communicate the change of ownership to CAIR stakeholders.	Release 4/5
OM-10	Organization Management	Permanent Closure	The system must allow the State to set an organization status as permanently closed, inactivate any associated users, and prevent vaccine allocation to and vaccine requests for the organization.	Release 2
OM-11	Organization Management	Recertification	The system must include configurable business rules to identify existing conditions that block organizations from recertification (for example, pending corrective action from visits or storage and handling conditions). The business rules must be configurable by the State users since they change annually.	Release 4/5
OM-12	Organization Management	Recertification	The system must include configurable business rules to identify missing or incomplete information and put the recertification on hold until the organization has resolved the issue. (for example, if the listed medical license does not match the name of the provider of record, the recertification will be put on hold until the license is corrected.)	Release 4/5
OM-13	Organization Management	Recertification	The system must allow authorized (State) users to audit the recertification process, including generating and viewing reports of providers that are delinquent or slated to be disenrolled, along with contact information for State follow-up.	Release 4/5
OM-14	Organization Management	Recertification	The system must include configurable business rules for recertification deadline dates and organization statuses through the process.	Release 4/5
OM-15	Organization Management	Suspension	The system must provide interface capabilities with external partners such as with the Office of the Inspector General and the Department of Health Care Services' Medi-Cal Program to identify entities that need to be suspended or restricted. Including but not limited to supporting a file import process that flags entities for State review and approval of the status change. The system must store a record of which source identified the organization.	Release 4/5
OM-16	Organization Management	Suspension	The system must allow authorized (State) users to place organizations in a suspended status that prevents them from requesting vaccine while suspended and limits changes they can make to their organization information.	Release 2
OM-17	Organization Management	Vacation/Holiday Hold	The system must allow an organization to report dates that a site will not be able to receive dose shipments and prevent orders to be shipped for those dates.	Release 2
PE-01	Provider Enrollment and Registration	Registration Form & Process	The system must include a fully electronic enrollment process for organizations to complete and submit to the State.	Release 1
PE-02	Provider Enrollment and Registration	Registration Form & Process	The system must include registration forms that comply with CDC's registration information requirements.	Release 1
PE-03	Provider Enrollment and Registration	Registration Form & Process	The system must include registration forms that comply with CDPH's registration information requirements. Registration form components, including all validations, will be defined by CDPH.	Release 1
PE-04	Provider Enrollment and Registration	Registration Form & Process	The system must have the ability to both enforce invitation- only enrollment and allow open enrollment for organizations.	Release 1
PE-05	Provider Enrollment and Registration	Registration Form & Process	The system must have the ability to designate enrollment fields as required or optional.	Release 1
PE-06	Provider Enrollment and Registration	Registration Form & Process	The system must have the ability to configure the digital registration form to allow or require uploaded data and pictures to support storage requirements (for example, model, temperature readings, and pictures of equipment).	Release 1
PE-07	Provider Enrollment and Registration	Registration Form & Process	The system must include a pre-registration screening of registrants to help organizations decide whether they meet the requirements to receive a COVID-19 vaccine allocation before they complete the full Provider Enrollment process.	Release 1
PE-08	Provider Enrollment and Registration	Registration Form & Process	The system must require provider organizations to complete an enrollment requirement review ("disclaimer page") before they start the registration process.	Release 1
PE-09	Provider Enrollment and Registration	Registration Form & Process	The system must allow organizations to save draft registrations that are not ready to be submitted.	Release 1
PE-10	Provider Enrollment and Registration	Registration Form & Process	The system must allow organizations to invite collaborators from within the organization to complete the registration forms.	Release 1
PE-11	Provider Enrollment and Registration	Electronic Signature	The system must capture an electronic signature on the provider agreement (Part A) by the provider of record before the organization can start Part B of the registration forms.	Release 1
PE-12	Provider Enrollment and Registration	Registration Form & Process	The system must verify the Provider License Numbers using the State's Consumer Affairs API using information entered in Section B (i.e., MD, DO, DP, PA, RPh) for accuracy and license status. (For details, see Section B of the CDC COVID-19 Vaccination Program Provider Agreement.)	Release 1
PE-13	Provider Enrollment and Registration	Registration Form & Process	The system must automatically associate an enrolled provider to a local health jurisdiction by city and county based on street address and zip code entered.	Release 1
PE-14	Provider Enrollment and Registration	Registration Form & Process	The system must validate CAIR IDs, VFC PINs, and VFA PINs (entered during enrollment) using matching criteria between Immunization Branch systems.	Release 2
PE-15	Provider Enrollment and Registration	Registration Form & Process	The system must have the ability to interface with and import data from other CAIR and VFC Program systems for the purposes of matching entities. Fields to match on will be determined by the State during the Design phase.	Release 2
PE-16	Provider Enrollment and Registration	Registration Form & Process	The system must establish a unique COVID-19 Organization ID (Section A) and a unique ID for multiple vaccine locations (Section B) affiliated with an organization. (For details, see Section A and Section B of the CDC COVID-19 Vaccination Program Provider Agreement.)	Release 1
PE-17	Provider Enrollment and Registration	Co-Registration	The system must automatically enroll a provider in CAIR2 if the provider is not already enrolled in CAIR2 when the VMS enrollment is approved.	Release 1
PE-18	Provider Enrollment and Registration	Co-Registration	The system must allow an organization to register for access to the vaccine management system, CAIR2, and other VFC systems with a single enrollment process.	Release 1
PE-19	Provider Enrollment and Registration	Registration Form & Process	The system must have the ability to export provider enrollment data for use in external systems.	Release 1

Exhibit 2 Requirements

PE-20	Provider Enrollment and Registration	Registration Form & Process	The system must have the ability to import enrollment/registration data from the Immunization Branch's supporting systems for organizations that have previously enrolled in the Immunization Branch's programs (CAIR, VEC, or VEA).	Release 3
PE-21	Provider Enrollment and Registration	Training	The system must have the ability to provide virtual training and third-party training integration.	Release 1
PE-22	Provider Enrollment and Registration	Training	The system must have the ability to require an organization's key staff to complete or acknowledge completion of any required online trainings before the organization can continue in the enrollment process.	Release 1
PE-23	Provider Enrollment and Registration	Training	The system must have the ability to validate or, at minimum, enforce an attestation that an organization and its key staff have completed any required online trainings. The method of validation or attestation will be dependent on the formats and methods of training to be developed by the State.	Release 1
PE-24	Provider Enrollment and Registration	Registration Review & Approval	The system must allow authorized (State) users to designate an organization's allocation level as either State-direct, cross-jurisdictional, or LHD (single jurisdiction).	Release 1
PE-25	Provider Enrollment and Registration	Registration Review & Approval	The system must have the ability for authorized users (State and LHD) to review a registration, approve or deny it, and put it on hold.	Release 1
PE-26	Provider Enrollment and Registration	Registration Review & Approval	The system must have the ability for authorized users (CDPH and LHD staff) to document all corrections needed and request clarification (more information) or correction of fields provided on a submitted enrollment via, at minimum, on-screen messages to the provider. The State must have the ability to send multiple messages to the provider.	Release 1
PE-27	Provider Enrollment and Registration	Registration Review & Approval	The system must allow authorized users (State and LHD) to review uploaded artifacts (data and pictures) that support storage requirements and either validate the artifacts or indicate more information is needed.	Release 1
PE-28	Provider Enrollment and Registration	Registration Review & Approval	The system must support the configuration of automatic flags or indicators for registration fields that need to be reviewed prior to enrollment approval (for example, place a flag on the field when the provider has not updated required documentation).	Release 1
PE-29	Provider Enrollment and Registration	Registration Review & Approval	The system must initiate the review process when a provider changes key information provided during the enrollment/registration process. Key fields will be determined by CDPH.	Release 1
PE-30	Provider Enrollment and Registration	Registration Review & Approval	The system must have the ability to configure and set approval points throughout the enrollment workflow.	Release 1
PE-31	Provider Enrollment and Registration	Registration Review & Approval	The system must have the ability for the State to delegate approval of enrollments to the LHD.	Release 1
PE-32	Provider Enrollment and Registration	View and Report	The system must allow authorized users to produce ad hoc reports and exports through a user interface. Access to data for ad hoc reporting will be determined by user role.	Release 1
PE-33	Provider Enrollment and Registration	View and Report	The system must support a user-configurable export of enrollment data in, at minimum, Excel, PDF, and text formats.	Release 1
PE-34	Provider Enrollment and Registration	View and Report	The system must allow authorized State users to view all reported data on an organization's registration form.	Release 1
PE-35	Provider Enrollment and Registration	View and Report	The system must have the ability for authorized State users to view and generate reports on aggregate enrollment data including, but not limited to: enrollments in any status in a jurisdiction, enrollments across multiple jurisdictions, and enrollments across California.	Release 1
PE-36	Provider Enrollment and Registration	View and Report	The system must allow authorized LHD users to view all reported data on an organization's registration form.	Release 1
PE-37	Provider Enrollment and Registration	View and Report	The system must have the ability for authorized LHD users to view and generate reports on aggregate enrollment data for organizations within their jurisdiction.	Release 1
PE-38	Provider Enrollment and Registration	Registration Form & Process (Redistribution)	The system must have the ability for sites to indicate if they will be redistributing vaccines to other sites.	Release 1
PE-39	Provider Enrollment and Registration	Registration Form & Process (Redistribution)	The system must have the ability to configure the addition of a supplemental agreement form and Vaccine Management Plan for sites that have indicated they will be a vaccine redistribution site.	Release 1
PE-40	Provider Enrollment and Registration	Electronic Signature (Redistribution)	The system must capture an electronic signature on the Supplemental Vaccine Redistribution provider agreement by key organization staff.	Release 1
PE-41	Provider Enrollment and Registration	Electronic Signature (Redistribution)	The system must capture an electronic signature on the Vaccine Redistribution provider Management Plan by key organization staff.	Release 1
RP-01	Reporting	General	The system must have the ability for users to configure and generate reports with graphical and geographical representations of aggregated organization, allocation, ordering, distribution/shipping, and vaccine management data stored in the VMS database. (including but not limited to heatmaps and dashboards).	Release 4/5
RP-02	Reporting	General	The system must have the ability for users to configure and generate ad-hoc reports with any organization, allocation, ordering, distribution/shipping, and vaccine management data stored in the VMS database. Including but not limited to, access to the data via configurable reports & dashboards.	Release 1
RP-03	Reporting	General	The vendor must build approximately 75 standard (canned) reports within the VMS solution for users to view organization, allocation, ordering, distribution/shipping, and vaccine management data stored in the VMS database.	Release 4/5
RP-04	Reporting	General	The system must have configurable on-screen dashboards generated based on a user's access levels to display aggregated organization, allocation, ordering, distribution/shipping, and vaccine management data stored in the VMS database.	Release 3
RP-05	Reporting	General	The system must allow authorized users the ability to utilize external reporting tool for reading and reporting on data stored in the VMS.	Release 4/5
RP-06	Reporting	General	The system will allow export of all reports to the standard formats, including but not limited to: Microsoft Excel, Microsoft Word, Adobe PDF, and text.	Release 1
RP-07	Reporting	Data Visualization	The VMS solution must incorporate a data visualization tool to support auditing and display of organization enrollment, vaccine allocation, vaccine ordering, vaccine distribution, and vaccine administration.	Release 4/5
RP-08	Reporting	General	The system must limit a users' reporting capability to data they are authorized to view according to user role or region (for example, a LHD user may only query data for organizations in their jurisdiction).	Release 1
RP-09	Reporting	Performance	The VMS reporting solution must be robust and scalable to allow for reporting on large-volume datasets (including aggregate, State-level reports) in either real time or in a background batching methodology.	Release 1
RP-10	Reporting	Import	The system must be able to import data from other systems and incorporate the data into reports (e.g., incorporate doses administered data from CAIR2 into a heat map).	Release 4/5
RP-11	Reporting	Import	The system must have the ability for users to view and report on data from imported sources (e.g., ordering reports, shipping logs).	Release 4/5
VA-01	Vaccine Allocation	Allocation Methodology	The system must allow the State to select a vaccine distribution methodology for each vaccine based on allocation (defining the number of doses given to an entity) or ordering (providers request doses needed from available supply).	Release 3
VA-02	Vaccine Allocation	Business Rules	The system must include configurable business rules for allocation based on dose accountability, reorders, vaccine transfer, and other criteria to be identified by the State.	Release 3
VA-03	Vaccine Allocation	Allocations - Fed to State	The system must allow authorized State users to enter the number of doses of each Federally-allocated vaccine type into the system.	Release 2
VA-04	Vaccine Allocation	Allocation - State to LHD	The system must allow authorized State users to allocate vaccine to LHDs and cross-jurisdictional entities, not to exceed the federal allocation of each vaccine to the State.	Release 2
VA-05	Vaccine Allocation	Allocation - State to LHD	The system must allow authorized (State) users to add, update, and display multiple allocations to LHDs as vaccine supplies are released.	Release 2
VA-06	Vaccine Allocation	Allocation - State to LHD	The system must allow authorized users (State) to add allocations via manual entry or spreadsheet upload.	Release 2
VA-07	Vaccine Allocation	Manage allocation	The system must allow authorized LHD users to allocate vaccines, not to exceed the State allocation of each vaccine to the LHD, to providers in their jurisdiction.	Release 2

Exhibit 2 Requirements

VA-08	Vaccine Allocation	Manage allocation	The system must allow authorized (State) users to add or update allocation totals for the following: federal allocation to the State, State allocation to cross-jurisdictional entities, State allocation to LHDs, LHD allocation to organization, and LHD allocation to itself.	Release 2
VA-09	Vaccine Allocation	Cross-jurisdictional	The system must allow authorized (State) users to add, update, and display allocations to cross-jurisdictional organization.	Release 2
VA-10	Vaccine Allocation	Cross-jurisdictional	The system prevent cross jurisdictional organizations from receiving allocations from LHDs.	Release 2
VA-11	Vaccine Allocation	Manage allocation	The system must have the ability for the authorized users (LHD) to build and save a draft allocation plan, review and update the draft allocation plan, and send the allocation plan to the State for order processing.	Release 2
VA-12	Vaccine Allocation	Manage allocation	The system must allow LHDs and the State to save partial allocations.	Release 2
VA-13	Vaccine Allocation	Manage allocation	The system must allow LHDs to submit allocations for some or all of the providers eligible to receive an allocated.	Release 2
VA-14	Vaccine Allocation	Manage allocation	The system must decrement from total available doses as they allocate vaccine to organizations.	Release 2
VA-15	Vaccine Allocation	Manage allocation	The system must display all vaccine dose totals for an provider (inventory, doses administered or lost due to storage and handling issues) at the State, LHD, and provider level.	Release 2
VA-16	Vaccine Allocation	Manage allocation	The system must have the ability to allow or prevent LHD users from allocating to jurisdictions based on the organization's allocation level and the selected vaccine.	Release 2
VA-17	Vaccine Allocation	Manage allocation	The system must have the ability to remind LHDs of incomplete allocations and deadlines to submit allocations.	Release 2
VA-18	Vaccine Allocation	Manage allocation	The system must have the ability for the authorized users (State) to review submitted allocations from LHDs and make edits or comments for any individual allocation.	Release 2
VA-19	Vaccine Allocation	Allocation support	The system must gather and display Provider Organization data to support allocation decisions, including but not limited to, the following: current inventory, in progress or requested orders, dose accountability information, loss/waste, transfers and returns, and shipping and storage capabilities.	Release 2
VA-20	Vaccine Allocation	Allocation support	The system must have the ability to configure different allocation methodologies; at minimum, by percentage, by disease burden, and by different population groups.	Release 2
VA-21	Vaccine Allocation	Allocation support	The system must incorporate daily vaccine administration summary information from CAIR2, RIDE, and SDIR.	Release 2
VA-22	Vaccine Allocation	Allocation support	The system must maintain and display total allocations at the provider level and at the LHD level.	Release 2
VA-23	Vaccine Allocation	Allocation support	The system must allow LHD users to sort and filter enrolled provider data based on pre-set criteria during the allocation process.	Release 2
VA-24	Vaccine Allocation	Allocation support	They system must have the ability to import data from other CDPH sources to produce graphical and geographical representations of data to support allocation.	Release 2
VA-25	Vaccine Allocation	Direct allocation	The system must allow custom and configurable imports of direct vaccine allocation data (allocations made to CA organizations outside of the Vaccine Management System).	Release 2
VA-26	Vaccine Allocation	Portal	The system must store allocation guidance resources (accessible by LHD users); resources to be developed by the State include enrollment worksheets, allocation checklists, supplemental ordering procedures, IIS enrollment, dose accountability requirements, and other tools with links to relevant information.	Release 2
VA-27	Vaccine Allocation	Reporting	The system must have the ability to generate standard (canned) and ad-hoc reporting of all allocation information.	Release 2
VA-28	Vaccine Allocation	Reporting	The system must have the ability for authorized users (State) to view and generate reports on all current allocations to providers in all jurisdictions by vaccine type.	Release 2
VA-29	Vaccine Allocation	Reporting	They system must have the ability for authorized users to produce and export graphical and geographical representations of data (e.g., heatmaps) to support allocation including, but not limited to, critical populations, vaccine distribution, vaccine administration, and incidence of disease.	Release 2
VA-30	Vaccine Allocation	Reporting	The system must track, and report on allocation data for CA organizations that directly receive vaccine outside of the Vaccine Management System (for example, Federal or State organizations).	Release 2
VM-01	Vaccine Management	Vaccine Loss & Transfer	The system must have the ability to report vaccine loss and transfers to CDC in CDC's required format.	Release 3
VM-02	Vaccine Management	Vaccine Loss & Transfer	The system must have the ability for authorized users (Providers) to document a phone call to a vaccine manufacturer regarding dose viability as part of the process to report temperature excursions.	Release 3
VM-03	Vaccine Management	Vaccine Loss & Transfer	The system must store vaccine spoilage and waste guidance resources developed by the State (accessible by LHD users).	Release 3
VM-04	Vaccine Management	Vaccine Loss & Transfer	The system must have the ability to triage documented temperature excursions based on established, configurable thresholds (by product).	Release 3
VM-05	Vaccine Management	Vaccine Loss & Transfer	The system must have configurable business rules to support triage of temperature excursions based on temperature and product thresholds. Triage will include notifying the provider in real-time as to whether the excursion is within limits or whether they need to contact the manufacturer to determine dose viability.	Release 3
VM-06	Vaccine Management	Vaccine Loss & Transfer	The system must allow authorized (State) users to review temperature excursion reports.	Release 3
VM-07	Vaccine Management	Vaccine Loss & Transfer	The system must allow organizations to report temperature excursions and follow a State-configured workflow to receive feedback about the excursion, open a case, and provide results back to the State.	Release 3
VM-08	Vaccine Management	Vaccine Loss & Transfer	The system must allow authorized (State) users to determine whether vaccine is wasted (instead of the manufacturer).	Release 3
VM-09	Vaccine Management	Vaccine Loss & Transfer	The system must have the ability for a provider to report resolution actions and dates associated with a vaccine loss.	Release 3
VM-10	Vaccine Management	Vaccine Loss & Transfer	The system must have the ability for providers to upload logs from digital data loggers (DDLs).	Release 3
VM-11	Vaccine Management	Vaccine Loss & Transfer	The system must have the ability for providers to track losses over an established dollar amount and capture the reason for the loss.	Release 3
VM-12	Vaccine Management	Shipping Incidents	The system must allow authorized (State) users to audit a provider's history of shipping incidents, including actions to resolve incidents.	Release 3
VM-13	Vaccine Management	Vaccine Loss Auditing	The system must have the ability for authorized (State) users to review reported vaccine losses.	Release 3
VM-14	Vaccine Management	Vaccine Loss Auditing	The system must include configurable business rules to identify and audit vaccine losses, including but not limited to, the frequency of occurrence, vaccine dollar amount lost, category or reason lost. Reasons will need to be consistent with VTrckS reasons.	Release 3
VM-15	Vaccine Management	Reporting	The system must support Statewide reporting on provider account information, allocated inventory, order and shipping information, and other vaccine management.	Release 3
VM-16	Vaccine Management	Holding Vaccines	The system must allow authorized (State) users to temporarily remove a vaccine from ordering if it is on backorder.	Release 3
VM-17	Vaccine Management	Vaccine Price List	The system must allow the State to maintain a list of historical and current vaccine prices and display the list to authorized users.	Release 3
VM-18	Vaccine Management	Reporting	The system must decrement vaccine inventory as orders are processed for the State, LHDs, and providers.	Release 3
VO-01	Vaccine Ordering	Ordering Policy	The system must support all of the following ordering methodologies: unrestricted , upper limit-based, and allocation-based.	Release 1
VO-02	Vaccine Ordering	Ordering Policy	The system must allow the State to set and manage thresholds for dose allocation by vaccine through a user interface.	Release 1
VO-03	Vaccine Ordering	Ordering Policy	The system must prevent allocation-based orders from exceeding the set allocation for the provider, the LHD, and the State.	Release 1
VO-04	Vaccine Ordering	Business Rules	The system must include configurable business rules for processing orders based on allocation, dose accountability, reorders, vaccine transfer, and other criteria to be identified by the State.	Release 2
VO-05	Vaccine Ordering	Provider Vaccine Request	The system must allow a provider to submit a request to order multiple vaccines.	Release 1
VO-06	Vaccine Ordering	Provider Vaccine Request	The system must allow a provider to enter a justification for exceeding a set threshold for a requested vaccine.	Release 1

Exhibit 2 Requirements

VO-07	Vaccine Ordering	Provider Vaccine Request	The system must require authorized (provider) users to balance inventory when requesting additional doses.	Release 2
VO-08	Vaccine Ordering	Provider Vaccine Request	The system must allow the provider to update an order in progress but restrict the LHD from updating the provider's order.	Release 2
VO-09	Vaccine Ordering	Ordering Policy	The system must have the ability to apply vaccine target limits (thresholds) on vaccine requests, preventing providers from ordering more than a State-defined limit. The State-defined limit may be a percentage or amount across a group of providers or a manually-assigned limit on an individual provider.	Release 2
VO-10	Vaccine Ordering	Partial Orders	The system must support the processing of partial orders when vaccine availability is limited by allowing authorized State users to enter and apply a percentage of the order to be fulfilled.	Release 1
VO-11	Vaccine Ordering	Order Review & Approval	The system must allow authorized users (State) to review orders, modify orders, and approve orders.	Release 1
VO-12	Vaccine Ordering	Order Review & Approval	The system must support order review and approval workload assignments for State staff, including a queue of unclaimed work, the ability to claim work, and the ability to reassign orders between State staff.	Release 1
VO-13	Vaccine Ordering	Order Review & Approval	The system must allow designated users to assign orders to State staff for review and approval by jurisdiction or other configurable criteria.	Release 1
VO-14	Vaccine Ordering	VTrckS	The system must automatically export the order, inventory, and provider information in the CDC's VTrckS in the specified format.	Release 1
VO-15	Vaccine Ordering	Order History	The system must display on the order request screen a list of lot numbers and dose amounts that were previously shipped to the provider or transferred to them.	Release 1
VO-16	Vaccine Ordering	Order History	The system must maintain and display the history of orders at the provider level and at the LHD level, including the number of doses by vaccine, the distributor that fulfilled the order, and other order details.	Release 1
VO-17	Vaccine Ordering	Direct fulfillment	The system must include configurable business rules to direct fulfillment of specific products and quantities to a distributor at the order level, including assigning a distributor automatically based on order quantity thresholds.	Release 1
VO-18	Vaccine Ordering	Order Forecasting	The system must include configurable business rules to set a provider's ordering interval by vaccine, determining the allowed frequency of orders (e.g., monthly or quarterly) based on the number of doses of a vaccine distributed in the prior calendar year.	Release 4/5
VO-19	Vaccine Ordering	Order Forecasting	The system must allow authorized (State) users to update a provider's order frequency manually mid-year if their order forecast exceeds the prior calendar year's totals.	Release 4/5
VO-20	Vaccine Ordering	Order Forecasting	The system must include order forecasting for providers based on the prior year's distributed doses.	Release 4/5
VO-21	Vaccine Ordering	Order Management	The system must have the ability for authorized users to add comments to a vaccine request or order in progress.	Release 1
VO-22	Vaccine Ordering	Order Management	The system must have the ability for State users to view a provider's current inventory, order transfers, and vaccine loss data, as well as any LHD or provider allocation data, during the order review and approval process.	Release 1
VO-23	Vaccine Ordering	Order Management	The system must allow authorized (State) users to set and update dose limits for each vaccine type on an order. (i.e., the provider may not exceed a set number of doses)	Release 1
VO-24	Vaccine Ordering	Order Management	The system must allow authorized (State) users to set and update dose multiples for each vaccine type. (e.g., the order must be placed in multiples of 10)	Release 1
VO-25	Vaccine Ordering	Distributor	The system must have the ability to generate separate order files for each distributor in the distributor's specified format.	Release 3
VO-26	Vaccine Ordering	Distributor	The system must allow the State to select a distributor to send order files to and change the distributor on an order.	Release 3
VO-27	Vaccine Ordering	Distributor	The system must allow the State to manage a list of distributors that can be selected.	Release 3
VO-28	Vaccine Ordering	Distributor	The system must allow the State to select a distributor to send order files to and change the distributor on an order.	Release 3
VO-29	Vaccine Ordering	Order Details	The system must populate order details (e.g., lot numbers) from the shipping file.	Release 1
VO-30	Vaccine Ordering	Portal	The system must store vaccine order guidance resources (accessible by LHD users). Resources to be developed by the State include internal allocation worksheets, checklists, supplemental ordering	Release 1
VO-31	Vaccine Ordering	Reporting	The system must have the ability for authorized users to generate canned and ad hoc reports of vaccine requests, orders, and shipping information, including total cost of vaccine. The scope of reports will depend on the user's permission level; for example, providers will only be able to generate reports for their own requests and orders, LHDs will be able to generate reports for any provider in their jurisdiction.	Release 1
VO-32	Vaccine Ordering	Reporting	The system must display decremented vaccine inventory as orders are processed for the State, LHDs, and providers.	Release 1
	Reporting		Examples include: usage reports; data completeness reports (e.g., fields left blank); reports on vaccines ordered by brand and cost.	No requirement number. Appears to be part of another requirement

EXHIBIT 3- BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT TERMS AND INVOICING

A. PAYMENT TERMS

All payments under this Agreement shall be made in accordance with the State's payment policies. The Contractor shall provide monthly invoices to the State for Services rendered in the Capacity Workstream basis. Work Order Authorizations (WOA) may be used for services outside of the Capacity Workstream (standard monthly services), including unanticipated Tasks, Activities, and/or Work Product and changes in scope due to the Proclamation of a State Emergency. See Exhibit 4: Cost Worksheet for monthly payment details.

B. MONTHLY/CAPACITY BASED INVOICES

- 1) Upon successful completion and acceptance of Services performed and satisfactorily rendered, the Contractor shall submit an invoice for payment. Payment will be based on the Monthly Support Billing amounts identified in Exhibit 4: Cost Worksheet.
- 2) Invoices shall be submitted no more frequently than monthly in arrears for Capacity services satisfactorily rendered, and only upon receipt of an approved invoice.
- 3) For Services approved by the State, and upon receipt of an undisputed invoice, the State agrees to compensate the Contractor in accordance with Exhibit 4: Cost Worksheet. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- 4) Monthly invoices shall be itemized and shall include the following Information:
 - The Contractor name, address and phone number
 - Contract number
 - Invoice number
 - Itemized expenses per Exhibit 4: Cost Worksheet
 - Dates of service(s) performed
 - If applicable, personnel name, classification, rate per hour and hours worked
 - Total amount of invoice
- 5) Directions for submission of invoices will be provided to the Contractor after Contract award.

C. MILESTONE BASED INVOICES

- 1) Upon successful completion and acceptance of a Releases (except Release 1), Contractor shall submit an invoice for payment. Payment will be based on the Milestone Based Billing amounts identified in Exhibit 4: Cost Worksheet.
- 2) For Services approved by the State, and upon receipt of an undisputed invoice, the State agrees to compensate the Contractor in accordance with

Exhibit 4: Cost Worksheet. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.

3) Directions for submission of invoices will be provided to the Contractor after Contract award.

D. WORK ORDER AUTHORIZATION INVOICES

- 1) Upon successful completion and acceptance of services performed and satisfactorily rendered under an approved Work Order Authorization (WOA), the Contractor shall submit an invoice for payment. Payment will be based on the dollar amount identified in the approved WOA.
- 2) For services approved by the State, and upon receipt of an undisputed invoice, the State agrees to compensate the Contractor in accordance with the respective approved WOA. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- 3) For invoices associated with an approved WOA, a Work Order Authorization Acceptance Document (WAD) must be attached to respective invoice(s). The WAD shall be signed by the State Contract Manager confirming that the services have been accepted to the State's satisfaction.
- 4) Invoices for work performed under a WOA shall be itemized and shall include the following Information:
 - The Contractor name, address and phone number
 - Contract number
 - Invoice number
 - Dates of service performed
 - If applicable, personnel name, classification, rate per hour and hours worked
 - WOA#
 - WAD# (WAD must be attached)
 - If invoice is for an unanticipated task, the approved WOA and WAD must be attached
 - Total amount of invoice

2. TRAVEL AND PER DIEM

The Contractor is responsible for all charges incurred traveling to and from the implementation, maintenance, support, and training sites. Travel/per diem reimbursement is not included in this Contract.

3. PROMPT PAYMENT CLAUSE

The Prompt Payment Act requires State agencies to pay properly submitted, undisputed invoices within forty-five (45) calendar days of initial receipt. Notwithstanding, CDPH shall pay properly submitted, undisputed invoices under this Agreement within fifteen (15) days of initial receipt.

4. CONTRACT COST LIMITATION

Total amount of this Contract shall not exceed the amount specified on the Standard Agreement (TECH 213), the combined WOAs, and any Amendments thereafter.

5. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of subsequent years covered under this Contract does not appropriate sufficient funds for State, this Contract shall be of no further force and effect. In this event, the State will have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of State, the State will have the option to either cancel this Contract with no liability occurring to the State other than as contained herein, specifically as described in SaaS General Provisions, Section 16(d), Termination for Convenience of the State.
- C. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Contract in any manner.

Bidder:	Accenture LLP
Instructions	
Please refer to the <u>Statement of Work - Agile</u> section for details describing the required services to be provided at the price quoted in this Cost Workbook.	
1.	Bidder must enter its name above in the space currently filled with "Enter Bidder Name". This will be copied to each worksheet. Do not enter the Bidder name on any other sheet.
2.	This Microsoft Excel Cost Workbook contains multiple worksheets for Bidders to enter costs. The Bidder is required to use this Cost Workbook in response to the Exhibit 4: Cost Worksheets.
3.	It is the responsibility of the Bidder to ensure spreadsheet calculations are correct.
4.	Each worksheet is designed to elicit specific pricing information related to the requirements of this solicitation in a standard format for evaluation purposes.
5.	The Bidder may document any assumptions associated with their cost entries by entering and highlighting the assumption at the bottom of each cost tab, as appropriate.
Tab 1-Cost Summary	Bidder <u>must not</u> enter information into this worksheet. The cells auto-calculate from Tabs 2 - 5.
Tab 2-Implementation Costs	<p>Bidder must enter the implementation costs for each of the applicable cost workstreams. If the entered cost item is a One-time cost, enter that cost amount under the One-time column. The Bidder may include "Other" costs not related to the provided cost workstream categories by entering these costs in the Other Cost 1 and/or Other Cost 2 workstream categories. The Bidder may change the name of these two workstream categories to specify the cost workstream title.</p> <p>For each cost entry, the Bidder will enter the following cost information:</p> <p>Description: Enter the cost description with sufficient detail so the State understands the nature of the cost item.</p> <p>Pricing Factors: Enter the pricing factors, as appropriate, used or associated with the cost item (e.g., "Per unit", "Per transaction", etc.)</p> <p>Type: Enter the cost type (e.g. Professional Services, License fee, etc.) for each cost item.</p>
Tab 3-Optional M&O Year 1 Tab 4-Optional M&O Year 2 Tab 5-Optional M&O Year 3	<p>Bidder must enter the M&O workstream cost details for the each Optional M&O years 1, 2, and 3. The Bidder must enter the workstream costs for each month, Month 1 to Month 12.</p> <p>The Bidder may include "Other" costs not related to the provided cost workstream categories by entering these costs in the Other Cost 1 and/or Other Cost 2 workstream categories. The Bidder may change the name of these two workstream categories to specify the cost workstream title. See cost column description under Tab 2-Implementation Costs.</p>
Tab 6-Implementation Resource FTEs	The Bidder is required to enter the Bidder's resource plan associated with the CalVax Implementation Costs entered in Tab 2-Implementation Costs. For each resource classification, the Bidder will indicate the combined FTE allocation (fractional allocations are permitted) for each month of the base contract period.

<p>Tab 7-M&O Year 1 Resource FTEs Tab 8-M&O Year 2 Resource FTEs Tab 9-M&O Year 3 Resource FTEs</p>	<p>Bidder is required to enter the Bidder's resource plan associated with each Optional M&O years 1, 2, and 3 costs entered in Tabs 3 - 5. For each resource classification, the Bidder will indicate the combined FTE allocation (fractional allocations are permitted) for each month of the M&O period. The Bidder may additional resource classifications as appropriate in the Bidder Added Classifications table.</p> <p>NOTE: Bidder Added Classifications entries must be the same across the Tabs 7 through 10.</p>
<p>10-Resource Labor Rates</p>	<p>Bidder must enter labor rates for the Key Resource Classifications provided in the table. The Bidder may enter labor rates for additional resource classifications as appropriate in the Bidder Added Classifications table.</p> <p>NOTE: Bidder Added Classifications entries must be the same across the Tabs 7 through 10.</p>

Exhibit 4 Cost Workbook

Bidder Name	Accenture
1-Cost Summary	

Total Cost Summary

Cost Categories
CalVax Implementation Costs
CalVax Optional Annual Maintenance Extension Costs

Base Contract (6 Months)	Year 1	Year 2	Year 3	Total
\$6,912,752				\$6,912,752
	\$5,760,327	\$3,029,111	\$2,941,548	\$11,730,985

Total Contract Cost

\$18,643,737

Bidder Name	Accenture
2-Implementation Costs	

CalVax Implementation Costs

CalVax One-time MVP Implementation, CalVax operational support, and CalVax improvements through Month 6

Workstream	Description	Pricing Factors	Type	One-time	December	January	February	March	April	May	TOTAL
Program Management											
Program Management	Overall Program Management		Professional Services		\$109,608	\$146,143	\$146,143	\$36,536			\$438,430
											\$0
											\$0
TOTAL:				\$0	\$109,608	\$146,143	\$146,143	\$36,536	\$0	\$0	\$438,430
Call Center/Help Desk Operations											
Level 1 Helpdesk	Live human support for all providers throughout registration and vaccine administration phases.	1 FTE per 500 providers. Leverages existing CalCONNECT L1 Call Center. Assumes 11,000 providers.	Help Desk Operations		\$0	\$164,256	\$328,512	\$328,512	\$246,384	\$164,256	\$1,231,920
Level 2 / Level 3 Support	Expert technical support and defect resolution.	Number of providers supported and eventual L1 defects escalated to Level 2/3. Assumes 11,000 providers.	Help Desk Operations		\$0	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$275,000
											\$0
TOTAL:				\$0	\$0	\$219,256	\$383,512	\$383,512	\$301,384	\$219,256	\$1,506,920
CalVax Solution Licensing Costs											
Salesforce	Salesforce software, including Lightning Platform, Health Cloud, Government Cloud, Community Plus and Shield	6 Months Subscription License for: - Health Cloud (500 users) - Customer Community Plus (11,000 users) - Government Cloud - Shield	Subscription Fee	\$0							\$0
Salesforce	Salesforce software, including Community Plus (49,000 licenses)	6 Months Subscription License for: - Customer Community Plus (49,000 users)	Subscription Fee (State to validate license count)	\$0							\$0

Exhibit 4 Cost Workbook

MuleSoft	MuleSoft AnyPoint API Gateway and HL7 Connector	6 Month Subscription License for: - Anypoint Base + API Manager (16x8) - HI7 Connector	Subscription Fee	\$0							\$0
Copado	Automated DevOps support	6 Month Subscription License for: - 20 Additional Users	Subscription Fee	\$0							\$0
Accenture Insights Platform (AIP)	Cloud-based Advanced Analytics platform	6 month consumption for CalVax	Usage Fee	\$0							\$0
RiverLogic	Inventory Demand Management software	6 month subscription license for River Logic Platform	Subscription Fee	\$0							\$0
myTrailhead	Learning Management System (LMS)	6 month LMS subscription: \$ 7/yr/user pricing for providers (60,000 users) \$ 105/yr/user pricing for core CDPH and LHJ users (500 users)	Subscription Fee (State to validate license count)	\$0							\$0
TOTAL:				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CalVax Solution Development and Implementation Costs											
Accenture Vaccination Management Solution Implementation	Transfer, design, build, implement, support and enable vaccination management solution on Salesforce	Continue Enhancements and Support	Professional Services		\$665,830	\$887,773	\$1,109,717				\$2,663,320
Interim System Migration Support						\$160,000					\$160,000
One time implementation discount			One time discount (10%)								-\$282,332
TOTAL:				\$0	\$665,830	\$1,047,773	\$1,109,717	\$0	\$0	\$0	\$2,540,988
Adoption and Communications											
Adoption and Stakeholder Communication	Create a change approach and change management plan, conduct stakeholder analysis. Develop communication plan and content by stakeholder group. Implement governance structure and communication network.		Professional Services		\$ 48,467	\$ 96,933	\$ 145,400				\$290,800
TOTAL:				\$0	\$48,467	\$96,933	\$145,400	\$0	\$0	\$0	\$290,800
Training											

Exhibit 4 Cost Workbook

CalVAX Training content development and delivery	Develop the training content and Train-the-Trainer approach and deliver training (train-the-trainer) to targeted stakeholder groups.		Professional Services		\$109,555	\$146,073	\$182,592				\$438,220
											\$0
											\$0
TOTAL:					\$0	\$109,555	\$146,073	\$182,592	\$0	\$0	\$438,220
Reporting and Analytics											
Accenture Insights Platform	Operational reporting integrated with Salesforce (related to supporting Vaccination Management), leveraging the existing CalCONNECT reporting and analytics architecture.	Advanced analytics and insights beyond CalVax, including operational reporting, advanced inventory	Professional Services		\$105,399	\$105,399	\$105,399	\$105,399	\$105,399	\$105,399	\$632,394
											\$0
											\$0
TOTAL:					\$0	\$105,399	\$105,399	\$105,399	\$105,399	\$105,399	\$632,394
Other Costs 1 (specify)											
Configuration and Modification Team (Initial 3 months after March 1)	A monthly SCRUM team working a prioritized backlog of changes delivering updates through a every two week sprint cadence.	8-10 resources/month			\$0	\$0	\$0	\$220,000	\$220,000	\$220,000	\$660,000
Security Initial Operations	A monthly team running security operations for CalVAX			\$30,000	\$0	\$0	\$0	\$70,000	\$70,000	\$70,000	\$240,000
											\$0
TOTAL:					\$30,000	\$0	\$0	\$0	\$290,000	\$290,000	\$900,000
Other Costs 2 (specify)											
Configuration and Modification Team (July 2020+)	Share the current CalCONNECT SCRUM team with CalVAX. This shared SCRUM team could then work on either CalCONNECT or CalVAX changes in a given Sprint. This would provide CDPH a dedicated team of business analysts, developers, and testers for CalVAX.										\$0
LMS Implementation	Implement CalVAX LMS				\$82,500	\$82,500					\$165,000
											\$0
TOTAL:					\$0	\$82,500	\$82,500	\$0	\$0	\$0	\$165,000
GRAND TOTAL:					\$30,000	\$1,121,358	\$1,844,078	\$2,072,762	\$815,447	\$696,783	\$6,912,752

Assumptions:

Additional Amazon Web Services (AWS) Connect charges for L1 resources will be consumption-based.

AWS Connect charges are estimated at \$13/operator per day, based on a 6.5 hour workday

CDPH will procure all Subscription Fees and Usage Fees outside of this Agreement.

Exhibit 4 Cost Workbook

Help Desk Support Incremental Costs	
# of Users with Active CalVax Accounts	Monthly Cost
11,000	\$ 328,512
16,000	\$ 488,512
21,000	\$ 648,512
26,000	\$ 808,512
31,000	\$ 968,512
36,000	\$ 1,128,512
41,000	\$ 1,288,512
46,000	\$ 1,448,512
51,000	\$ 1,608,512
56,000	\$ 1,768,512
60,000	\$ 1,928,512

Exhibit 4 Cost Workbook

Milestone Based Billing							
	Release 1	Release 2	Release 3	Release 4	Release 5		
CalVax Solution Development and Implementation Costs	\$ -	\$ -	\$ 2,100,000	\$ 180,000	\$ 116,988		\$ 2,396,988
Training	\$ -	\$ 220,000	\$ 170,000	\$ 30,000	\$ 18,220		\$ 438,220
Interim System Migration Support	\$ -	\$ -	\$ 144,000	\$ -	\$ -		\$ 144,000
LMS Implementation		\$ 165,000					\$ 165,000
Adoption and Communications	\$ -	\$ 90,000	\$ 90,000	\$ 70,000	\$ 40,800		\$ 290,800
Total	\$ -	\$ 475,000	\$ 2,504,000	\$ 280,000	\$ 176,008		\$ 3,435,008

Monthly Support Billing							
	December	Janaury	Febraury	March	April	May	Total
Program Management	\$ 109,608	\$ 146,143	\$ 146,143	\$ 36,536			\$ 438,430
Call Center/Help Desk Operations	\$ -	\$ 219,256	\$ 383,512	\$ 383,512	\$ 301,384	\$ 219,256	\$ 1,506,920
Reporting and Analytics (AIP)	\$ 105,399	\$ 105,399	\$ 105,399	\$ 105,399	\$ 105,399	\$ 105,399	\$ 632,394
Additional Configuration and Modification Team	\$ -	\$ -	\$ -	\$ 220,000	\$ 220,000	\$ 220,000	\$ 660,000
Security Operations Team	\$ 30,000	\$ -	\$ -	\$ 70,000	\$ 70,000	\$ 70,000	\$ 240,000
Total	\$ 245,007	\$ 470,798	\$ 635,054	\$ 815,447	\$ 696,783	\$ 614,655	\$ 3,477,744

Combined Total	\$ 6,912,752
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Bidder Name	Accenture
3-Optional M&O Year 1	

CalVax Optional Annual Maintenance Extension Costs - Year 1

CalVax continued operational support, CalVax improvements, and CalVax Maintenance and Operations - 12 month extension

Workstream	Description	Pricing Factors	Type	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	TOTAL	
Program Management																\$0	
																\$0	
																\$0	
TOTAL:				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Call Center/Help Desk Operations																	
Level 2 / Level 3 Support	Expert technical support and defect resolution.	Number of providers supported and eventual L1 defects escalated to Level 2/3. Assumes 11,000 providers.	Help Desk Operations	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$2,280,327	
																\$0	
TOTAL:				\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$190,027	\$2,280,327
CalVax Solution Licensing Costs																	
Salesforce	Salesforce software, including Lightning Platform, Health Cloud, Government Cloud, Community Plus and Shield	12 month subscription licenses (prorated to 6 months)	Subscription Fee	\$0												\$0	
Salesforce	Salesforce software, including Salesforce software, including Customer Community Plus (49,000 licenses)	6 Months Subscription License for: -Customer Community Plus (49,000 users)	Subscription Fee	\$0												\$0	
MuleSoft	MuleSoft AnyPoint API Gateway and HL7 Connector	12 month subscription licenses (prorated to 6 months)	Subscription Fee	\$0												\$0	
Copado	Automated DevOps support	12 month subscription licenses (prorated to 6 months)	Subscription Fee	\$0												\$0	
RiverLogic	Inventory Demand Management software	12 month subscription licenses (prorated to 6 months)	Subscription Fee	\$0												\$0	
myTrailhead	Learning Management System (LMS)	6 month LMS subscription: \$ 7/yr/user pricing for providers (15,000 users) \$ 105/yr/user pricing for core CDPH and LHJ users (500 users)	Subscription Fee	\$0												\$0	
TOTAL:				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
CalVax Solution Operations, Improvements, and M&O Costs																	
Configuration and Modification Team	A monthly SCRUM team working a prioritized backlog of changes delivering updates through a every two week sprint cadence.			\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$2,640,000	
Security Operations	A monthly team running security operations for CalVAX			\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$840,000	
																\$0	
TOTAL:				\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$290,000	\$3,480,000
Adoption and Communications																	
																\$0	
																\$0	
																\$0	
TOTAL:				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Training																	
																\$0	
																\$0	
																\$0	
TOTAL:				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Reporting and Analytics																	
																\$0	
																\$0	
																\$0	
TOTAL:				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Costs 1 (specify)																	
																\$0	
																\$0	
																\$0	
TOTAL:				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Costs 2 (specify)																	
																\$0	
																\$0	
																\$0	
TOTAL:				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
GRAND TOTAL:				\$480,027	\$480,027	\$480,027	\$480,027	\$480,027	\$480,027	\$480,027	\$480,027	\$480,027	\$480,027	\$480,027	\$480,027	\$480,027	\$5,760,327

Bidder Name	Accenture
4-Optional M&O Year 2	

CalVax Optional Annual Maintenance Extension Costs - Year 2

CalVax continued operational support, CalVax improvements, and CalVax Maintenance and Operations - 12 month extension

[illegible]

Bidder Name	Accenture
5-Optional M&O Year 3	

CalVax Optional Annual Maintenance Extension Costs - Year 3

CalVax continued operational support, CalVax improvements, and CalVax Maintenance and Operations - 12 month extension

[illegible]

Bidder Name	Accenture
6-Implementation Resource FTEs	

CalVax Implementation Costs

CalVax One-time MVP Implementation, CalVax operational support, and CalVax improvements through Month 6

Total Resource FTEs	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Total
Total FTEs	51.6	77.5	88.4	32.3	23.9	19.2	292.9

Resource Classifications	Resource Allocations (FTEs)						Total
Application Architect	0.50	0.50	0.50	0.50	0.50	0.25	2.8
Business System Analyst	1.00	1.00	1.00	1.00	1.00	1.00	6.0
Data Engineer	0.50	0.50	0.50	0.50	0.50	0.50	3.0
Data Integrator	1.00	1.00	1.00	0.25	0.25	0.25	3.8
Developer	1.00	1.00	1.00	1.00	1.00	1.00	6.0
Engagement Director	0.25	0.25	0.25	0.05	0.05	0.05	0.9
Information Security Specialist	0.10	0.10	0.10	0.00	0.00	0.00	0.3
Maintenance And Operations Manager	0.00	0.13	0.25	0.25	0.25	0.25	1.1
Product Designer	0.10	0.50	0.10	0.00	0.00	0.00	0.7
Project Manager	1.00	1.00	1.00	0.00	0.00	0.00	3.0
Release Manager	0.10	0.10	0.10	0.10	0.10	0.10	0.6
Scrum Master	1.00	1.00	1.00	0.00	0.00	0.00	3.0
Systems Architect	0.50	0.50	0.50	0.50	0.50	0.25	2.8
Testing Manager	1.00	0.65	0.20	0.00	0.00	0.00	1.9
Trainer	0.75	1.00	1.00	0.00	0.00	0.00	2.8

Bidder Added Classifications

Resource Classifications	Resource Allocations (FTEs)						Total
Business Analyst	0.00	0.50	1.00	0.00	0.00	0.00	1.5
Communications	5.30	3.20	1.60	0.00	0.00	0.00	10.1
Development	18.00	30.80	33.00	5.00	4.25	4.25	95.3
DevOps	1.00	1.00	1.00	0.00	0.00	0.00	3.0
Inventory Demand	2.20	2.20	2.20	0.00	0.00	0.00	6.6
Level 1 Helpdesk	0.00	10.00	21.00	21.00	14.00	10.00	76.0
PMO Support	1.60	1.30	1.10	0.20	0.00	0.00	4.2
Reporting	4.00	4.00	4.00	0.75	0.50	0.25	13.5
Security	0.10	0.30	0.10	0.00	0.00	0.00	0.5
Technical Architecture	1.00	1.50	2.00	0.00	0.00	0.00	4.5
Testing	5.30	8.50	8.50	1.00	1.00	1.00	25.3
Training	3.10	4.00	4.00	0.20	0.00	0.00	11.3
Vaccine Management SME	1.20	1.00	0.40	0.00	0.00	0.00	2.6

Assumptions:

Our work delivering the Phase 2 requirements is complete on 3/1/2021. At that point, our team will transition to a Level 1/ Level 2/ Level 3 support model to provide Maintenance and Operations.

Should CDPH require enhancements beyond March 1, we can provide the capacity to support those enhancements. We look forward to discussing post go-live enhancement support during contracting.

Bidder Name	Accenture
7-M&O Year 1 Resource FTEs	

CalVax Optional Annual Maintenance Extension Costs - Year 1 - Resource FTEs

CalVax continued operational support, CalVax improvements, and CalVax Maintenance and Operations - 12 month extension

Total Resource FTEs	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
Total FTEs	8.3	8.3	8.4	8.3	8.3	8.4	8.3	8.3	8.4	8.3	8.3	8.4	99.8

Resource Classifications	Resource Allocations (FTEs)												Total
Application Architect	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	3.0
Business System Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	12.0
Data Engineer	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	3.0
Data Integrator	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	3.0
Developer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	12.0
Engagement Director	0.00	0.00	0.05	0.00	0.00	0.05	0.00	0.00	0.05	0.00	0.00	0.05	0.2
Information Security Specialist	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Maintenance And Operations Manager	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	2.4
Product Designer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Project Manager	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Release Manager	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	1.2
Scrum Master	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Systems Architect	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	3.0
Testing Manager	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Trainer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0

Bidder Added Classifications

Resource Classifications	Resource Allocations (FTEs)												Total
Development	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	24.0
Testing	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	6.0
													0.0
													0.0
													0.0
													0.0

Assumptions:

We will transition the Level 1 Help Desk back to CDPH on 6/10/2021. By this time, the majority of the primary support audience, providers and vaccine administrators, will be enrolled in the system.

We will continue providing Level 2/ Level 3 support only throughout Year 1 Maintenance and Operations.

Should CDPH require enhancements beyond 6/10/21, we can provide the capacity to support those enhancements. We look forward to discussing enhancement support during contracting.

Bidder Name	Accenture
8-M&O Year 2 Resource FTEs	

CalVax Optional Annual Maintenance Extension Costs - Year 1 - Resource FTEs

CalVax continued operational support, CalVax improvements, and CalVax Maintenance and Operations - 12 month extension

Total Resource FTEs	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
Total FTEs	7.1	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	86.0

Resource Classifications	Resource Allocations (FTEs)												Total
Application Architect	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	2.4
Business System Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	12.0
Data Engineer	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	2.4
Data Integrator	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	2.4
Developer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	12.0
Engagement Director	0.00	0.00	0.05	0.00	0.00	0.05	0.00	0.00	0.05	0.00	0.00	0.05	0.2
Information Security Specialist	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Maintenance And Operations Manager	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	2.4
Product Designer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Project Manager	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Release Manager	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	1.2
Scrum Master	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Systems Architect	0.20	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	3.0
Testing Manager	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Trainer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0

Bidder Added Classifications

Resource Classifications	Resource Allocations (FTEs)												Total
Development	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	21.0
Testing	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.0
													0.0
													0.0
													0.0
													0.0

Assumptions:

We will continue providing Level 2/ Level 3 support only during Year 2 of Maintenance and Operations.

Should CDPH require enhancements in Year 2 of Maintenance and Operations, we can provide the capacity to support those enhancements. We look forward to discussing enhancement support during contracting.

Bidder Name	Accenture
9-M&O Year 3 Resource FTEs	

CalVax Optional Annual Maintenance Extension Costs - Year 1 - Resource FTEs

CalVax continued operational support, CalVax improvements, and CalVax Maintenance and Operations - 12 month extension

Total Resource FTEs	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
Total FTEs	5.6	5.6	5.7	5.6	5.6	5.7	5.6	5.6	5.7	5.6	5.6	5.7	67.4

Resource Classifications	Resource Allocations (FTEs)												Total
Application Architect	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	1.2
Business System Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	12.0
Data Engineer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Data Integrator	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	1.2
Developer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	12.0
Engagement Director	0.00	0.00	0.05	0.00	0.00	0.05	0.00	0.00	0.05	0.00	0.00	0.05	0.2
Information Security Specialist	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Maintenance And Operations Manager	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	2.4
Product Designer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Project Manager	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Release Manager	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	1.2
Scrum Master	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Systems Architect	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	1.2
Testing Manager	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Trainer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0

Bidder Added Classifications

Resource Classifications	Resource Allocations (FTEs)												Total
Development	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	14.0
Testing	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.0
													0.0
													0.0
													0.0
													0.0

Assumptions:

We will continue providing Level 2/ Level 3 support only during Year 3 of Maintenance and Operations.

Should CDPH require enhancements in Year 3 of Maintenance and Operations, we can provide the capacity to support those enhancements. We look forward to discussing enhancement support during contracting.

Exhibit 4 Cost Workbook

Bidder Name	Accenture
10-Resource Labor Rates	

Unanticipated Task Labor Rates and Classifications

Item #	Resource Classifications	Hourly Labor Rate
1	Application Architect	\$294.00
2	Business System Analyst	\$293.00
3	Data Engineer	\$245.00
4	Data Integrator	\$260.00
5	Developer	\$189.00
6	Engagement Director	\$389.00
7	Information Security Specialist	\$253.00
8	Maintenance And Operations Manager	\$296.00
9	Product Designer	\$320.00
10	Project Manager	\$355.00
11	Release Manager	\$219.00
12	Scrum Master	\$239.00
13	Systems Architect	\$294.00
14	Testing Manager	\$263.00
15	Trainer	\$307.00

Bidder Added Classifications

Item #	Resource Classifications	Hourly Labor Rate
16	Business Analyst	\$284.00
17	Communications	\$266.00
18	Development	\$103.00
19	DevOps	\$229.00
20	Inventory Demand	\$294.00
21	Level 1 Helpdesk	\$89.84
22	PMO Support	\$147.67
23	Reporting	\$247.00
24	Security	\$240.00
25	Technical Architecture	\$233.00
26	Testing	\$89.39
27	Training	\$204.00
28	Vaccine Management SME	\$275.00

Exhibit 5 FEMA Contractual Provisions

ADDITIONAL LEGAL TERMS REQUIRED FOR FEMA REIMBURSEMENT

A. Early Termination

Contract may be terminated pursuant to Termination for Convenience and Termination for Cause set forth in GSPD401IT in Sections 22 and 23 thereof.

B. Remedies

In the event of a breach by the Contractor of any term or provision of this Agreement, the state shall have the right to pursue all remedies set forth in the GSPD401IT, including but not limited to Rights and Remedies of the State for Default set forth in GSPD401IT Section 25.

C. Changes and Modifications

Any cost of a change, modification, change order, or constructive change to the Agreement must be allowable and allocable within the scope of this Agreement, and reasonable for the completion of project scope. Changes can be made by either Party to alter the method, price, or schedule of the work without breaching the agreement if both parties approve in writing.

D. Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

2. The Contractor agrees to report each violation to the state and understands and agrees that the state will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

2. The Contractor agrees to report each violation to the state and understands and agrees that the state will, in turn, report each violation as required to assure

Exhibit 5 FEMA Contractual Provisions

notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

F. Debarment and Suspension Clause

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the state. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Byrd Anti- Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the state.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on

Exhibit 5 FEMA Contractual Provisions

behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CONTRACTOR

By Mark Noriega
Mark Noriega (Dec 14, 2020 10:22 PST)
Date Dec 14, 2020

H. Procurement of Recovered Materials

1. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

Exhibit 5 FEMA Contractual Provisions

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

I. Access to Records

1. The following access to records requirements apply to this Agreement:
 - i. The Contractor agrees to provide the state, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - iii. The Contractor agrees to provide the FEMA Administrator or his or her authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
 - iv. In compliance with the Disaster Recovery Act of 2018, the state and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

J. Department of Homeland Security Seal, Logo, Flags

1. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

K. Compliance with Federal Law, Regulations, and Executive Orders

1. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

L. No Obligation by Federal Government

Exhibit 5 FEMA Contractual Provisions

1. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

M. Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

Exhibit 6: COVID-19 CONTRACT LABOR STANDARDS

OBLIGATIONS OF THE CONTRACTOR

1. ADA compliance. The Contractor warrants that it is in compliance with the Americans with Disabilities Act (ADA) and all regulations issued there under and that it will comply in all respects with the provisions of the Act and regulations there under. The Contractor shall advise The State of any exemptions, exceptions to or waivers from this statutory requirement; the Contractor shall notify the State of the Contractor's ADA-related accessibility and other accommodating ADA-related arrangements. the State shall notify the Contractor in advance of any special accommodations needed, when such needs are known by the State. The Contractor agrees to hold harmless the state, the State, volunteers and employees from any and all claims arising from ADA violations within the scope and responsibility of the Contractor and its activities.
2. High-Road Labor Standards. The Contractor warrants that it and any subcontractors it may use to fulfill this contract will satisfy the following high-road labor standards:
 - A. Fair wages. All employees performing work to fulfill this agreement shall be paid no less than the minimum [Trainee Wage](#) set by the Employment Training Panel for the county in which the work is performed, or the applicable federal, state, or local minimum wage, whichever is greater. Healthcare benefits valued at up to \$2.50 per hour can be used to meet this wage requirement.
 - B. Fringe benefits. Fringe benefit contributions shall be made on behalf of each employee performing work to fulfill this agreement in an amount no less than the fringe benefit contributions required by the most recent Service Contract Act area-wide wage determination issued by the United States Secretary of Labor for the locality in which the work is performed.
 - C. No misclassification. Individuals performing work to fulfill this agreement shall not be misclassified as independent contractors.
 - D. Paid sick leave. The Contractor and any subcontractors performing work to fulfill this agreement shall comply with all applicable federal, state, and local laws pertaining to paid sick leave, including any anti-retaliation provisions contained in such laws.
 - E. Workplace safety and health. The Contractor and any subcontractors performing work to fulfill this agreement shall comply with all applicable safety and health requirements, including those identified in Cal/OSHA's [Interim Guidelines for General Industry on 2019 Novel Coronavirus Disease \(COVID-19\)](#), including requirements applicable to worksites where COVID-

19 exposure is a known hazard. The Contractor and any subcontractors shall comply with Labor Code sections 6310 and 6311 pertaining to protection of employees who file complaints or refuse to work in the face of hazardous conditions.

- F. Priority for unemployed workers. When hiring any new employees to perform work to fulfill this agreement, the Contractor and any subcontractor shall give preference to any applicant who is currently unemployed and who is qualified for the position over applicants who are qualified but not currently unemployed.

Exhibit 7: REMOTE WORK PROTOCOLS

This Contractor sets out the remote work protocols to be followed by the Parties.

1. WORKSTATIONS

Contractor will implement controls for all workstations/laptops on Contractor provided devices that are used in connection with service delivery/receipt incorporating the following:

- Encrypted hard drive;
- Software agent that manages overall compliance of workstation and reports a minimum on a monthly basis to a central server;
- Patching process to confirm workstations are current on all required patches;
- Ability to prevent non-approved software from being installed (e.g., peer-to-peer software);
- Antivirus with a minimum weekly scan;
- Firewalls installed;
- Data Loss Prevention tool (subject to any legal requirements, e.g. Works Council); and
- Web filtering.

As the State has approved the use of personal devices in order to provide Services, the parties acknowledge and agree that the workstation protocols identified above do not apply with regard to those personal devices.

2. ACCESS CONTROL

- Two factor authentication is enabled on Client and Contractor VPN;
- Client will promptly provision authentication credentials, including any additional requirements to support Client's two factor authentication;
- Client and Contractor will promptly deactivate authentication credentials where such credentials have not been used for a period of time (such period of non-use not to exceed six months);
- Client and Contractor will deactivate authentication credentials upon notification that access is no longer needed (e.g. employee termination, project reassignment, etc.) within two business days; and
- Client and Contractor to manage the access controls using the least privilege access protocols where applicable.

3. CONNECTIVITY

- Where Contractor personnel connect to Contractor networks and infrastructure, Contractor is responsible for applying Contractor standard technical and organizational security controls to such Contractor-provided workstation/laptop and the Contractor environment.

- Where Contractor personnel are using Contractor or Client provided desktop and/or laptops and accessing the Client network, environments and systems, via VDI, Client is responsible for applying Client's standard technical and organizational security controls in respect of such network, environments and systems to the Client's network and environments.
- Contractor cannot confirm that the wireless network used by such Contractor personnel is protected with agreed upon security standards.

4. CLIENT STANDARDS

To the extent reasonably possible, Contractor personnel working remotely will continue to abide by the applicable Client policies and standards in performing the Services. Such policies govern and control within the Client's systems and environments.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

1. **Definitions:** Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.
- a) **“Acceptance Tests”** means those tests performed during the Performance period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
 - b) **“Application Program”** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
 - c) **“Attachment”** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
 - d) **“Business entity”** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - e) **“Buyer”** means the State’s authorized contracting official.
 - f) **“Commercial Hardware”** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - g) **“Commercial Software”** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - h) **“Contract”** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - i) **“Custom Software”** means Software that does not meet the definition of Commercial Software.
 - j) **“Contractor”** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with “supplier,” “vendor” or other similar term.
 - k) **“Data Processing Subsystem”** means a complement of Contractor furnished individual Machines, including the necessary controlling elements (or the functional equivalent), operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor supplied power and/or signal

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cables, e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

- l) **“Data Processing System (System)”** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
- m) **“Deliverables”** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
- n) **“Designated CPU(s)”** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific “Designated CPU(s)” are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
- o) **“Documentation”** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
- p) **“Equipment”** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).
- q) **“Equipment Failure”** is a malfunction in the Equipment, excluding all external factors which prevents the accomplishment of the Equipment’s intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment’s intended functions shall be deemed to be an Equipment Failure.
- r) **“Facility Readiness Date”** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
- s) **“Goods”** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
- t) **“Hardware”** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- u) **“Installation Date”** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
- v) **“Information Technology”** includes but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

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- w) **“Machine”** means an individual unit of Data Processing System or Subsystem separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
- x) **“Machine Alteration”** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such a change.
- y) **“Maintenance Diagnostic Routines”** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
- z) **“Manufacturing Materials”** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired or rights acquired, specifically to fulfill obligations set forth herein.
- aa) **“Mean Time Between Failure (MTBF)”** means the average expected or observed time between consecutive failures in a System or component.
- bb) **“Mean Time to Repair (MTTR)”** means the average expected or observed time required to repair a System or component and return it to normal operation.
- cc) **“Operating Software”** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) **“Operational Use Time”** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operation Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) **“Period of Maintenance Coverage”** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day and/or increased coverage for weekends and holidays.
- ff) **“Preventive Maintenance”** means that maintenance, performed on a scheduled basis by the Contractor which is designed to keep the Equipment in proper operating condition.
- gg) **“Principal Period of Maintenance”** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) **“Programming Aids”** means contractor supplied programs and routines executable on the Contractor’s Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base

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management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

- ii) **“Program Product”** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **“Remedial Maintenance”** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **“Software”** means an all-inclusive term which refers to any computer programs routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- ll) **“Software Failure”** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) **“State”** means the government of the State of California, its employees and authorized representatives, including without limitation any department agency, or other unit of the government of the State of California.
- nn) **“System”** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together and performing in accordance with this Contract.
- oo) **“U.S. Intellectual Property Rights”** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. CONTRACT FORMATION:

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2(commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor’s bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor’s quotation or proposal is deemed a firm offer and this Contract document is the State’s acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

3. COMPLETE INTEGRATION: This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

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4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractors violation of this provision.
 - b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
 - d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
 - e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any

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arrangement with any third party which might abridge any rights of the State under this Contract.

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. ASSIGNMENT: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

10. WAIVER OF RIGHTS: Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) Other Special Provisions;
- d) Statement of Work, including any specifications incorporated by reference herein;
- e) **Cost worksheets; and**
- f) All other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:

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- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i. Show the number of the container and the total number of containers in the shipment and
 - ii. The number of the container in which the packing sheet has been enclosed.
- b) All shipments by the Contractor or its subcontractors must include packing sheets identifying: the State's Contract number, item number, quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, the Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. DELIVERY: The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at the Contractor's expense or utilize any other rights available to the State at law or in equity.

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15. SUBSTITUTIONS: Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. INSPECTION, ACCEPTANCE AND REJECTION: Unless otherwise specified in the Statement of Work:

- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance System or other similar business practices related to performance of the Contract.
- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
- c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- f) Unless otherwise specified in the Statement of Work, title to Equipment shall remain with the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a

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single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

17. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at the Contractor's expense.

18. WARRANTY:

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software
- c) Unless otherwise specified in the Statement of Work:
 - i. The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State.
 - iii. Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so,

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will pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.

- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to:
 - i. re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
 - ii. should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on the Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. INSURANCE: The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not

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appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefore.

- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
- c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO THE CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - i. Stop work as specified in the Notice of Termination.
 - ii. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - iii. Terminate all subcontracts to the extent they relate to the work terminated.
 - iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will

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pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:

- i. The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
- ii. The total of:
 - A. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
 - B. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - C. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled “Force Majeure” and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i. Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii. Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii. Perform any of the other provisions of this Contract.
- b) The State’s right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State’s cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled “Limitation of Liability”). However, the Contractor shall continue the work not terminated.

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- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
 - i. completed Deliverables;
 - ii. partially completed Deliverables, and,
 - iii. subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined by a final decision that is determined by a final decision that Contractor's negligence or willful misconduct; or (iv) to costs the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

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- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations" (ii) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the or attorney's fees that the State becomes entitled to recover as a prevailing party in-any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the

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possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that the Contractor's liability for such damages arises out of sub- section b) (i), b) (ii), or b) (iv) above.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION: The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount.

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State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. Seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the state and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.
- 35. NEWS RELEASES:** Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
- 36. DOCUMENTATION:**
- a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided

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hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.

- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

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- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. SOFTWARE LICENSE: Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").

- a) The State may use the Software Products in the conduct of its own business, and any division thereof.
- b) The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.
- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
- d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

- a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

40. RIGHT TO COPY OR MODIFY:

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- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior written consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

41. FUTURE RELEASES: Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

42. ENCRYPTION/CPU ID AUTHORIZATION CODES:

- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
- b) In case of inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S.

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Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i. The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.

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- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i. The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor or,
 - ii. The operation of the Equipment furnished by the Contractor under the control of any Operating Software; or
 - iii. The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder, or
 - iv. The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the contracting Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's

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instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- e) The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall

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make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii. The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of by California law ("Conflict Laws"). In the event of any profits because of a Stop Work Order issued under this clause.

46. EXAMINATION AND AUDIT: The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

47. FOLLOW-ON CONTRACTS:

- a) a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
 - i. will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - ii. will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
 - i. development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;

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- ii. development or design of test requirements;
 - iii. evaluation of test data; (iv) direction of or evaluation of another Contractor;
 - iv. provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - v. provisions of formal recommendations regarding any of the above. For purposes of this Section, “affiliates” are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State’s best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- i. to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - ii. where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor’s own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law (“Conflict Laws”). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

48. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

49. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

50. NONDISCRIMINATION CLAUSE:

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- a) a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

52. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

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- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - i. the assignee has not been injured thereby, or
 - ii. the assignee declines to file a court action for the cause of action.

53. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i. will receive a copy of the company's drug-free policy statement; and,
 - ii. will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

55. SWEATFREE CODE OF CONDUCT:

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree

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Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

56. RECYCLED CONTENT REQUIREMENTS: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) Section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

57. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

- a) a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

58. AMERICANS WITH DISABILITIES ACT: The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

59. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

60. USE TAX COLLECTION: In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code.

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Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

- 61. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.
- 62. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code Section 10295.3.
- 63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a) a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b) b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- 64. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).).

Exhibit 9 – Security Tasks RACI

The activities and responsibilities for the Security Operations sub-workstream, between California Department of Public Health (CDPH) and Contractor, are governed by this RACI matrix.

Legend

R – Responsible

A – Accountable

C – Consulted

I – Informed

Strategy, Risk Management and Governance	Accenture	CDPH
Identify and track CalVax project security risks	R/A	C/I
Conduct information security risk assessments according to the following frequency: <ul style="list-style-type: none"> Yearly – System risk assessment / security review Quarterly – Salesforce Security Rapid Assessment (SSRA) Ad-hoc – Accenture AWS Standards review, AWS well architected review 	R/A	C/I
Develop and maintain a written information privacy and security program for CalVax	R/A	C/I

Policy and Compliance	Accenture	CDPH
Comply with CDPH/State Policies and standards	R/A	C/I
Comply with Accenture policies and standards	R/A	C/I
Comply with Accenture’s Client Data Protection (CDP) controls and guidelines	R/A	C/I

Training and Support	Accenture	CDPH
Provide security training to all Accenture project employees	R/A	C/I
Provide continuous security training opportunities to Accenture project employees	R/A	C/I
Keep Accenture project employees updated on latest security information and requirements	R/A	C/I
Provide training to Accenture project employees on working remote securely	R/A	C/I

Firewall and Network Security	Accenture	CDPH
Document cloud network security rules and configurations	R/A	C/I

Business Continuity / Disaster Recovery	Accenture	CDPH
Backup all CDPH PCI data on established frequency	R	R
Document disaster recovery plan	R/A	C/I

Secure Software Development Lifecycle	Accenture	CDPH
Verify development team has established secure software development lifecycle	R/A	C/I
Verify software environments are being used for development work (e.g., Dev, Test, Prod)	R/A	C/I
Verify no production data is located outside of production environment and environments are appropriately segmented	R/A	C/I
Review change control procedure, activities, and source control tool	R/A	C/I

Identity & Role Management	Accenture	CDPH
Implement secure remote access system – to enable secure user access	R/A	C/I
Review employee user access on monthly basis to CalVax systems	R/A	C/I
Enforce principle of least privilege & separation of duties	R/A	C/I
Review profiles and permission sets on regular frequency	R/A	C/I

Data Discovery and Classification	Accenture	CDPH
Identify sensitive fields and values in Salesforce	R	A
Protect confidentiality of data and do not disclose CDPH PCI	R/A	C/I

Implement safeguards and take steps to continuously protect CDPH PCI	R/A	C/I
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Data Access Controls	Accenture	CDPH
Enable platform data protection and compliance through Salesforce Shield	R/A	C/I
Verify system enforces password complexity requirements	R/A	C/I
Require multi-factor authentication for Accenture employees	R/A	C/I
Sanitize all data and provide certificate of destruction	R/A	C/I
Review & configure session security settings (e.g., 20 minute timeout)	R/A	C/I
Review data dictionary and data handling by project team	R/A	C/I
Accenture data leakage protection (DLP) for Accenture employees using key terms and data classification controls	R/A	C/I

Certificate and Key Management	Accenture	CDPH
Protect certificates and keys	R/A	C/I
Provide certificates and keys upon request	C/I	R/A

Security Incident Management	Accenture	CDPH
Establish incident response plan	R/A	C/I
Conduct investigation of breach and security incidents	R/A	C/I
Report information security incidents to CDPH by email within 24 hours	R/A	C/I
Report information security breaches immediately to CDPH by telephone and email	R/A	C/I
Provide written report of security investigations to CDPH	R/A	C/I
Notification to individuals impacted by breach	R/A	C/I
Notify Attorney General if breach exceeds 500 individuals through coordination with CDPH	R/A	C/I

Security Monitoring	Accenture	CDPH
Analyze application logs and information for suspicious activity	I	R/A/C
Provide access to software for security monitoring	R/A	C/I
Maintain system logging and audit trail	R/A	C/I
Data retention – platform log retention on 30 day rolling retention	R/A	C/I

Vulnerability Management	Accenture	CDPH
Conduct scans using Accenture provided tools according to the following frequencies <ul style="list-style-type: none"> Discovery/Dynamic scans – Major deployment of new feature or component Vulnerability scans – Each code release (bi-weekly) 	R/A	I
Remove false positives per direction of development leads from vulnerability reports	R/A	I
Provide supplementary remediation recommendations provided by the VM Scanners to address vulnerabilities	R/A	I
Track vulnerabilities identified until remediation has been completed	R/A	I